

**LEGAL AND GENERAL LIFE ASSURANCE
SOCIETY.**

ESTABLISHED OVER HALF A CENTURY.

10. FLEET STREET, LONDON.

FREE,
SIMPLE,

PERFECTED SYSTEM
OF
LIFE
ASSURANCE.
AND
SECURE.

TOTAL ASSETS, £2,692,000. INCOME, £303,000.

The Yearly New Business exceeds ONE MILLION.

TRUSTEES.

The Right Hon. Lord HALSBURY.
The Right Hon. Lord COLERIDGE, The Lord Chief Justice.
The Hon. Mr. Justice KEKEWICH.
Sir JAMES PARKER DEANE, Q.C., D.C.L.
FREDERICK JOHN BLAKE, Esq.
WILLIAM WILLIAMS, Esq.

VOL. XXXVII., No. 51.

The Solicitors' Journal and Reporter.

LONDON, OCTOBER 21, 1893.

Contents.

CURRENT TOPICS.....	817	COMPANIES LIMITED BY GUARANTEE	823
WINDING UP DURING THE LEGAL YEAR 1892-3.....	819	LAW STUDENTS' JOURNAL	825
THE STATUTES OF FORGIVENESS AND THEIR EFFECT ON CIVIL RIGHTS	820	LEGAL NEWS	825
REVIEWS	822	COURT PAPERS.....	825
CORRESPONDENCE	823	WINDING UP NOTICES	830
NEW ORDERS, &c.	823	CREDITORS' NOTICES	830
		BANKRUPTCY NOTICES	831
		PUBLIC GENERAL STATUTES.	

Cases Reported this Week.

(BEFORE THE VACATION JUDGE.)

James Vallentine & Co. (Lim.), Re	823
Martin, Wallis, & Co. (Lim.), Re	822

CURRENT TOPICS.

THE WITNESS ACTIONS in the lists of the judges of the Chancery Division amount in number to 294, as compared with 269 in Trinity Sittings, 1893, and 527 in Michaelmas, 1892.

WE EXPRESSED some doubt a few weeks ago about the authenticity of the statements as to the appointment of Sir HORACE DAVEY, Q.C., as a Lord Justice of Appeal. Although, so far as we know, there has been no official announcement of his appointment, we believe there is no doubt of the fact, and that he will be sworn in at the earliest opportunity.

THE LIST of appeals set down to be heard before the two divisions of the Court of Appeal amount to 120, as compared with 84 in the printed list of Trinity Sittings, 1893, and 131 in

that of Michaelmas Sittings, 1892. From the Chancery Division there are 35 appeals, and 2 from the County Palatine of Lancaster; from the Queen's Bench Division there are 60 appeals, 5 from the Probate, Divorce, and Admiralty Division, 7 Bankruptcy appeals, and 11 New Trial Cases.

IN THE Chancery Division the cases set down to be heard number 524 as compared with 467 in Trinity Sittings, 1893, and 770 a year ago. The cases comprise 124 before Mr. Justice CHitty, 118 before Mr. Justice NORTH, 114 before Mr. Justice STIRLING, 88 before Mr. Justice KEKEWICH, and 80 before Mr. Justice ROMER; and in addition to this there are 56 cases before Mr. Justice VAUGHAN WILLIAMS, and a few cases remaining from the transfer to Mr. Justice WRIGHT.

IN THE cause lists of the Queen's Bench Division there are 253 cases to be heard by divisional courts, 823 actions for trial, and 33 Bankruptcy appeals; making a total of 1,109. In Trinity Sittings, 1893, the number was 958, and a year ago it was 1,005. There are 319 Probate and Divorce cases, and 55 Admiralty actions.

ALTHOUGH there have been each day of the Vacation Sittings a large number of cases set down in the paper, the orders made by the Vacation judges do not add up to more than half the number of cases set down. This has arisen from the necessity for many cases to stand over from time to time, some of them appearing in the list on three or four separate occasions. On Wednesday last Mr. Justice KENNEDY sat until six o'clock, and not being able to complete the work, adjourned several cases to be disposed of on Friday, the 20th inst.

IF WE ARE correctly informed, there has been an alteration during the last two years in the nature of the invitation to the Lord Chancellor's annual reception. Formerly the document was in the form of a circular, stating that "the Lord Chancellor would receive the Judges, Queen's Counsel, Benchers of the Inns of Court, Registrars and Masters of the Supreme Court at," &c. The substituted letter takes the form of a personal invitation, which is certainly more gracious, and less open to be treated as a mere notice which might be complied with or not, as the recipient thought fit.

THE RETIREMENT of Master T. W. ERLE must be regarded as a public calamity. Not only was he a most efficient organizer of matters of detail relating to the daily work of the Queen's Bench Division, but he was one of the small class of high officials who are always considering how the matters over which they have control can be worked to the greater advantage of suitors and others concerned. Everyone in the legal profession must be familiar with his admirably-written pamphlets on various subjects connected with his official duties; and the readers of this journal have occasionally had the benefit of his ripe experience and shrewd observation. It is stated that one of his last official acts was to formulate suggestions for the reconstruction of his department, which it can hardly be doubted will be found, when carried into effect, to result in great practical advantages. The act is characteristic of the man—patient, courteous, unobtrusive, unmindful who got the credit of his suggestions, and desirous only to do his utmost to facilitate the working of the great machine he has so long controlled. Though everyone will regret that Mr. ERLE's retirement should occur at a time when his skill and experience would be of especial value in directing and controlling the new arrangements for sittings in town under the Circuit Order, it must be said that few men have better earned the right to retirement. Thirty-five years of indefatigable service is a record which not many officials are able to shew.

ATTENTION TO the notices relating to the Chancery cause list which we print elsewhere will repay those who have business in the Chancery Division. Mr. Justice STIRLING will sit for the

disposal of his own list of witness actions on every day, except Mondays, from the 31st of October to the 11th of November. Mr. Justice KEKEWICH will take his own list of witness actions from the 14th to the 25th of November, Mondays excepted. Mr. Justice CHITTY will take his own list of witness actions from the 28th of November to the 9th of December, Mondays excepted. Mr. Justice NORTH will not hear any witness actions during the sittings, but will proceed continuously with his non-witness list, including further considerations, adjourned summonses, and non-witness actions, except that on Thursdays the 30th of November and the 7th of December, he will hear Mr. Justice CHITTY's motions, and on Saturdays, the 2nd and 9th of December, his unopposed petitions. During the time Mr. Justice STIRLING is hearing witness actions his motions will, on Thursdays, the 2nd and 9th of November, and his unopposed petitions on Saturdays, the 4th and 11th of November, be heard by Mr. Justice KEKEWICH; and while Mr. Justice KEKEWICH is hearing witness actions his motions will, on Thursdays, the 16th and 23rd of November, and his unopposed petitions on Saturdays, the 18th and 25th of November, be heard by Mr. Justice STIRLING. Special attention is directed to the fact that the number of non-witness cases before Mr. Justice KEKEWICH is so small that he may be able to begin the hearing of witness actions before the 14th of November.

A CURIOUS CASE of alleged cruelty to animals came before the presiding magistrate at the Aberdeen police court on Monday. The Rabbi of the Jewish synagogue in Aberdeen—the Rev. JAMES LITTMAN—and a Mr. ALEXANDER ZAMEK, one of the congregation, were charged with having slaughtered a bullock with "cruelty," against "the true intent and meaning" of the Prevention of Cruelty to Animals (Scotland) Act, 1850, which has done frequent, and not altogether creditable, duty in the Scotch Courts in recent years. Practically two points were raised by the prosecution; (1) whether the Jewish method of slaughtering cattle, differing as it does from the Christian chiefly in this respect, that it discards the process of stunning the animal about to be killed before the actual killing takes place, is in itself "cruel," and therefore illegal under the statute; and (2) whether—even assuming that it is not intrinsically unlawful—Mr. LITTMAN (for Mr. ZAMEK took no active part in the proceedings) had done his work unskillfully. On the second of these issues, the magistrate found the charge against Mr. LITTMAN "not proven." On the first he seems to have given no direct decision. But we may probably infer from the fact that he found Mr. ZAMEK "not guilty," and dismissed the case against Mr. LITTMAN as not proven, that he leaned to the view that Jewish slaughtering is not *per se* illegal. If this was the learned magistrate's decision, we agree with him. Interference with long-established religious customs is not an enterprize to be lightly undertaken, and on the evidence we are far from being satisfied that the swift deep "throat-cut" of the Jewish slaughter is either a more painful or a less expeditious method of killing cattle than the practice of stunning them by a poleaxe which prevails in Christian slaughter-houses. Perhaps the most interesting point in the prosecution was an incidental one. The advocate for the defendants is reported to have argued that only "wanton cruelty" will justify a conviction under the Scottish statute. If this argument is well founded it merely adds another to the many very strong reasons already existing for the passing of a Prevention of Cruelty to Animals Act applicable to the whole kingdom. PASCAL tells us that truth and falsehood change with a few degrees of latitude, and the observation has in it, like most paradoxes, an element of good sense and sound reason. But neither the climatic nor the racial differences between the constituent parts of the United Kingdom are sufficiently acute to justify the existence of separate statutes, the judicial construction of which has provided different and contrary answers to the question whether "cock fighting" and the "dishorning" of cattle are illegal, and under any one of which it is possible to argue that the infliction of pain which is unnecessary, but not wanton, does not amount to legal "cruelty."

on the 10th of August, the Court of Appeal have at length laid down a canon of construction by which justices are to be guided in determining whether or not traffic is extraordinary within section 23 of the Highways and Locomotives (Amendment) Act, 1878. The new definition of extraordinary traffic is as follows: "Extraordinary traffic is a carriage of articles over the road, at either one or more times, which is so exceptional in the quality or quantity of articles carried, or in the mode or time of user of the road, as substantially to alter and increase the burden imposed by ordinary traffic on the road, and thereby to cause damage and expense beyond what is common." This definition must be taken for the present to overrule several *dicta* which were understood to establish that a mere increase in the quantity of ordinary traffic would not be extraordinary traffic within the meaning of the section (see especially the judgment of GROVE, J., in the *Pickering case*, 8 Q. B. D. 59, 61). It would be premature to consider in detail the effect of the decision in *Hill v. Thomas* upon the authority of the earlier cases. But the disapproval by the court of the decision in the *Pickering case* is something of a surprise. Adverse comments had indeed been made by BOWEN and A. L. SMITH, JJ., but they were understood to be limited to the tentative definition of extraordinary traffic offered by LOFES, J., but not assented to by GROVE, J., in that case. So far as we know, nobody ever dreamed that BOWEN or A. L. SMITH, JJ., regarded the decision itself as open to question. It remains to be seen whether the interpretation of the section now authorized by the Court of Appeal is not too abstract to be of much practical service. Certainly, it gives no hint for the solution of the difficult questions connected with the application of the section to industrial traffic. This subject, which, by the way, affords the strongest argument in favour of holding that an unusual volume of ordinary traffic is not extraordinary traffic, was hardly alluded to in the argument. For practical purposes the cases on the section may be divided into two classes—(1) Traffic incidental to building operations, and similar exceptional occasions, which is essentially of a temporary nature; (2) industrial traffic, such as the cartage of stone from quarries, of coal or iron from mines, of timber, &c. Industrial traffic invariably tries to be permanent. Hence arises the question, When does such traffic, being extraordinary at first, become ordinary? Hence, also, arises the difficulty that the section may impose a burden on one trader from which his trade rivals are exempt. These two difficulties do not make themselves felt in the case of traffic occasioned by building operations such as came under consideration in *Hill v. Thomas*. It detracts greatly from the value of the judgment in that case that the court shewed no appreciation of the importance, or even of the existence, of this practical distinction.

WE PRINT elsewhere the paper read by Mr. G. T. POWELL at the Manchester meeting of the Incorporated Law Society on the formation of companies limited by guarantee and without a capital divided into shares. In advocating the adoption of this plan he points out the advantages which may be expected to arise when the necessity for a share capital is dispensed with. There is an end to all the troublesome questions which arise as to payments to vendors and promoters, as to the issue of shares at a discount, as to the issue of shares under registered contracts, and other matters. There is also an end to the *ad valorem* fee and duty on the amount of the capital. As to the former point it is to be noticed that, while many legal questions are avoided by dispensing with the share capital, the cash which represents that capital is dispensed with as well, and without ready cash for vendors and working expenses most companies are helpless. Apparently the scheme is only intended to apply where the promoters of the company are themselves the proprietors of the business which the company is to undertake, and are content to forego any cash payment for it, and to rely upon the possibility of selling their interests to the public as soon as a price can be obtained for them. This requires that the whole interest of the company should be divided into a definite number of shares, to be allotted among the subscribers to the memorandum of association—on what terms they could be allotted to strangers it is not altogether easy to see—and then these shares can be sold to any members of the public who, having regard to the ultimate guarantee, are willing to pay

money for them. As to any money which the company requires for its own purposes, this is to be raised by debentures. In a limited number of cases there seems to be no reason why a company should not be started on this plan, and it contains a guarantee of the genuineness of the company's business. Immediately, the promoters make no money out of it at all, and they are not likely to make money subsequently unless the company is a success. But it appears that the Inland Revenue authorities have interfered, ostensibly on the ground that the division of the interest in the company into shares is not authorized by the Companies Act of 1862. Perhaps there is not much in this objection, as such division seems to be necessary for adjusting the rights of the members *inter se*, and it does not turn the company in any sense into a company with a capital divided into shares. The opposition of the Inland Revenue authorities doubtless is really based on the second point noticed above, the avoidance of the *ad valorem* fee and duty payable when a company is registered with a share capital.

THE MOST interesting feature of the County Court Return for last year, which has just been issued, is the table containing the return of proceedings under the Tithe Act, 1891, in the year ending the 31st of December, 1892. These proceedings have occurred all over the country, being shared among 44 out of the 59 circuits; but out of the total of 1,487 proceedings no fewer than 443 arose in the courts of Cardiganshire and Carmarthenshire. The largest claims were made at Bishop's Waltham, for £419, and the greatest number of applications (apart from Wales) occurred in Lincolnshire, Birmingham, and Essex. It is to be noted that nearly all the applications were unopposed, only 99 out 1,487 being resisted; and that out of 271 warrants of distress which were issued only 118 were put in force. The total amount of tithe ordered to be paid was £2,278 2s. 6½d., and the total amount of fees chargeable in respect of the proceedings was £153 13s., and the total amount of costs £130 14s. There was only one appeal, from a decision of the Holbeach court.

WINDING UP DURING THE LEGAL YEAR 1892-3.

I.

THE legal year now coming to an end has not been so prolific in rules and orders relating to the winding up of companies as its immediate predecessor was. This has enabled several authors to arrange the numerous regulations and decisions with regard to this branch of practice in something like order, and has given the bench and the reporters rather more leisure than they enjoyed last year. But neither the judges nor the reporters have been idle. The problems in respect of the Rules of 1890 had by no means been all worked out when the Rules of April, 1892, came with something like a shock before the profession and the public, and much judicial, official, and literary pains-taking has been involved, even during the last twelve months, in the endeavour to make the numerous statutes and regulations work together in anything like harmony.

Several very important questions of jurisdiction have arisen. In *Re Real Estates Co.* (*ante*, p. 102; 1893, 1 Ch. 398) Mr. Justice VAUGHAN WILLIAMS held that the liquidation of a limited company could not be transferred to the City of London Court, inasmuch as the latter court has only winding-up jurisdiction in the case of industrial and provident societies and building societies, and at the same time intimated that the Liberator Society's liquidation could not be transferred to the High Court, as the latter had no winding-up jurisdiction in the case of a building society. This decision was freely discussed at the time, but the reasoning in support seems to be unanswerable. In consequence of this holding the liquidations of the Real Estates Co. and the Liberator Society, though their affairs were closely connected, had to be continued before two different tribunals. The apparently simple point decided in *Re Portsea Island Building Society* (41 W. R. 587) was of small importance compared with what the result would have been if the decision had been the other way and with what the result actually was through the delay which arose from the argument of the preliminary question involved. The case decides that where a

building society is being wound up in the county court that court may state a case for the opinion of the High Court under section 3 (3) of the Companies (Winding up) Act, 1890. If Mr. Justice VAUGHAN WILLIAMS' judgment is carefully read, it will be seen that those who rely implicitly on rule 146 of the County Court Rules, 1892, may possibly find themselves on an insecure foundation; that the Board of Trade Order of the 16th of September, 1892, is perhaps apocryphal; and that when a building or industrial and provident society is being wound up, there is some ground for arguing that even a promoter is not liable to be publicly examined.

The result to the parties in the *Portsea case* was that before the special case came on to be argued there was time to obtain the passing of an Act of Parliament which transferred the whole winding up to an arbitrator (Lord MACNAUGHTEN). In *Re Mining Shares Investment Co.* (41 W. R. 376; 1893, 2 Ch. 660) Mr. Justice VAUGHAN WILLIAMS, strictly following the line of reasoning of an article in 36 SOLICITORS' JOURNAL, 479, decided that he had jurisdiction to sanction alterations under the Companies (Memorandum of Association) Act, 1890. We have already made some observations on this case (*ante*, p. 350). On the same lines his lordship shortly afterwards held that he had also jurisdiction to sanction reductions of capital: *Re Ocean Queen Steamship Co.* (41 W. R. 570; 1893, 2 Ch. 666).

In *Re Pioneers of Mashonaland Syndicate* (41 W. R. 492; 1893, 1 Ch. 731) the same judge dismissed a petition by a fully-paid shareholder, who alleged that shares of the company had been issued at a discount, and that if the discount was paid into the company's coffers there would be a surplus for division amongst the shareholders; but the case is of more value as being, we believe, the first judicial explanation of Lord HERSCHELL's remarks in *Re Ooregum Gold Mining Co. v. Roper* (41 W. R. 90; 1892, A. C. 125). In *Re General Phosphate Corporation* (*ante*, p. 683, W. N., 1893, p. 142, commented on *ante*, p. 679) is important as containing a suggestion—perhaps not a decision—that where there has been fraud in the promotion of a company the majority of the shareholders cannot now, as they could before the Companies (Winding-up) Act, 1890, waive the fraud.

Re New Morgan Gold Mining Co. (*ante*, p. 441, W. N., 1893, p. 79) shews that the advertisement of a winding-up petition must shew what is really going to be asked for at the hearing. If only a compulsory order is mentioned in the advertisement, a supervision order will not be made without a fresh advertisement being inserted—and this notwithstanding the petition asks alternatively for a supervision order.

Evidence has been a subject to which both decisions and rules have been directed. In *Re Review Publishing Co.* (*ante*, p. 176; W. N., 1893, p. 5) a liberal interpretation was given to rule 36 of 1890 as to the persons who may make the affidavit verifying a winding-up petition. In our issue of the 10th of December we noticed (*ante*, p. 93) the Board of Trade Order of the 3rd of December, 1893, with reference to swearing proofs of debts before officers of the board and clerks of the official receiver. As we anticipated, these officials from the time when they commenced to act on the order declined to take any fee for administering the oath. In some liquidations—e.g., that of the Liberator Building Society—the fees received would have amounted to a very considerable sum. On the 29th of March, 1893, a General Order was issued with regard to the times for filing affidavits in opposition to a winding-up petition, and affidavits in reply. We also noticed (*ante*, p. 93) a slip in Form 4 annexed to the Rules of April, 1892, by omitting the names and addresses of the solicitors of those who have given notice of their intention to appear. The form issued from the registrar's office (set out in Palmer's Winding-up Forms, 2nd ed., p. 70) complies with rule 21 of April, 1892, by including a column for the names and addresses of the solicitors. *Re Woodrow, Hooper, & Co.* (*ante*, p. 286, W. N., 1893, p. 38) shews how necessary it is to be explicit in a notice of intention to appear at the hearing of a petition, as to the exact course which the person giving the notice intends to support.

The order of the 29th of March, 1893, also contains a provision enabling the judge to substitute a new petitioner for one who has consented to the withdrawal, dismissal, or adjournment of his petition. The rule has been often read in court, but we

believe has never yet been acted on. We have heard, however, that it is easily evaded.

The vexed question of how much "regard" is to be paid to the "wishes of creditors and contributories" again arose in *Re The Varieties* (41 W. R. 296; 1893, 2 Ch. 235). His lordship, fresh from the hearing of election petitions, carefully examined the composition of the majority of shareholders in favour of voluntary winding up, and, notwithstanding their opposition, made a compulsory winding-up order. This case follows *Re West Surrey Tanning Co.* (14 W. R. 1009; L. R. 2 Eq. 737), and some observations of Lord Justice JAMES in *Re Gold Co.* (27 W. R. 757, 11 Ch. D. 701), both under the old practice.

In *Re Alfred Betzold & Co.* (*ante*, p. 65) the Court of Appeal dispersed a very prevalent idea that "once ordered to be wound up" means liquidation up to dissolution. The case has been already discussed by us (*ante*, p. 59). It may be observed here that winding-up orders are now frequently made in a sense provisionally—that is to say, the order is directed not to be drawn up for a time, and not at all in certain events—e.g., payment of the petitioner's debts within a limited period. This was a course frequently adopted under the old practice, but rule 22 of April, 1892, which requires the registrar to give the official receiver notice that a winding-up order "has been pronounced," has raised the doubt in some minds whether the practice is quite correct. It is not usual to give the official receiver notice in such case unless by non-compliance with the conditions the order "goes." One result is that a company provisionally ordered to be wound up avoids publicity being given to the fact until the advertisement of the winding-up order is issued, for newspaper reporters do not, in fairness to companies, like to say they have been wound when a *locus penitentiae* has been given them, and the reporter does not, at the end of the days of grace, know whether the order to wind up has been drawn up or not. Some sort of decree absolute ought, in these cases, to be pronounced in court when it is ascertained that winding up is really to take place.

Re Bound & Co. (*ante*, p. 250, W. N., 1893, p. 21) is the first reported decision as to a practice, which had already been more than once adopted in chambers (see *Re London Co-operative Supply Stores*, Palmer, 87), of appointing, before winding-up order made, the official receiver to be provisional liquidator for the purpose of applying for the appointment of a special manager. But the device is rather clumsy, unless you can first catch your official receiver, so that his application may immediately follow yours; and even then it seems more simple to appoint an outsider as provisional liquidator with power to do all that the special manager could do. If the special manager is appointed, he has to give security to the satisfaction of the Board of Trade, and the less the board have to do with a company's affairs before a winding up is commenced—or, at any rate, absolutely inevitable—the better for all parties, including the board. It is still a vexed question whether the Board of Trade can fix the security of an outside "interim" provisional liquidator. There seems no reason to doubt the validity of Mr. Justice KEKEWICH's order in *National Wholemeal Co.* (Palmer, 89) that the provisional liquidator should "give security to be approved by the judge," an undertaking being given by the petitioner to be answerable for his receipts in the meantime.

In April last (*ante*, p. 381) we noticed that the Board of Trade had appointed a committee to consider whether any limit should be put upon the action of the Board of Trade with regard to winding up; but no very important changes have so far resulted from the inquiry which was held. The enormous increase of winding-up business has, however, necessitated an increase in the number of official receivers; and we believe that those who prefer the services of outside liquidators to those of the official receivers acting as liquidators will not be met with discouragement. Mr. Justice ROMER's decision in *Jobson v. Palmer* (41 W. R. 264; 1893, 1 Ch. 71), though given with reference to a trustee's liability for stolen articles, should be noted as probably bearing on the question of a liquidator's liability under similar circumstances.

Cases as to the liability of contributories are ever on the increase. The decision of the Appeal Court in *Re Eddystone*

Marine Insurance Co. (41 W. R. 642; 1893, 3 Ch. 9) is not new in principle, but new in detail—as Lord Justice LINDLEY said. But these details require to be read carefully, perhaps twice, or a mistaken idea will be found as to what was really decided. The case is a valuable one with regard to contributories trying to escape on the assumption that they are protected by a registered contract in respect of fully-paid shares.

Re Borough Commercial Building Society (41 W. R. 313; 1893, 2 Ch. 242) decided in the affirmative the new and important points whether an unlimited company could by its constitution provide for a return of capital to its members, and for its members withdrawing from membership so as to be free from liability even in the case of winding up. We understand that this decision is endorsed by the profession.

Re Macdonald, Sons, & Co. (*ante*, p. 703, W. N., 1893, p. 142) is a case of interest on the subject of taking paid-up shares, as such, without paying for them in cash and escaping liability, notwithstanding there has been no registered contract, on the ground that the company have represented that the shares were fully paid up. If the decision is sound—and we do not say that it is unsound—it points to a loophole by which shareholders may sometimes escape liability; but we refrain from further comment, as the question whether an appeal should be brought is now under consideration. The moral aspect of the case has already been discussed in the *Times* and other newspapers.

Mr. Justice VAUGHAN WILLIAMS' decision in *Re Washington Diamond Mining Co.* as to setting off directors' fees against calls was unable to bear the scrutiny of the Court of Appeal (41 W. R. 681). The Court of Appeal found as facts that the directors had paid their own fees when the company was unable to pay its debts as they became due, and that the payment to themselves was with a view to obtain a preference over other creditors. The only question of law was whether the mutual credit clause (section 38) of the Bankruptcy Act, 1883, applied as to the cross claims in respect of fees and calls, and this was decided in the negative. The case is commented on *ante*, p. 611. Questions relating to set-off of calls were also decided by Mr. Justice STIRLING in *Christie v. Taunton, Delmar, Lane, & Co.* (41 W. R. 475; 1893, 2 Ch. 175).

Public examinations have been frequent. The result of the decision in *Re Real Estates Co.* (41 W. R. 157; 1893, 1 Ch. 398) was that Mr. Registrar EMDEN was appointed an Assistant Judge of the City of London Court, in order that an officer skilled in winding-up practice might conduct the public examinations in the matter of the Liberator Building Society. Much time, much trouble, and a great deal of money have been spent in public examination, and it remains to be seen whether an adequate beneficial result has been obtained. As regards judge-made law on the subject, Mr. Justice VAUGHAN WILLIAMS in *Re Lazon & Co.* (No. 2) 41 W. R. 62; (1893, 1 Ch. 210), held that the official receiver's report need not actually and in terms *allege* fraud in the proposed examinee, but that it is sufficient if the facts alleged suggest fraud in a person who is liable to be examined. This decision has been followed, apparently with some hesitation, by a divisional court of the Queen's Bench Division on an appeal from a county court: *Re Birkdale Steam Laundry Co.* (*ante*, p. 717).

The decision of the Court of Appeal in *North Australian Territory Co. v. Goldsborough, Mort, & Co.* (41 W. R. 501; 1893, 2 Ch. 381), is of some importance as regards the privilege from production of depositions taken at a private examination under section 115 of the Act of 1862, even when use has been made of them in cross-examination.

THE STATUTES OF FORCIBLE ENTRY AND THEIR EFFECT ON CIVIL RIGHTS.

II.

We considered last week the nature of the prohibition under the Statutes of Forcible Entry of the use of force in the exercise of a right of entry. It remains to consider the effect of this prohibition on the right of entry itself and the possession which is obtained under it. On this head two questions suggest them-

selves: First, can the person forcibly ejected complain in a civil action that the entry was unlawful, and so either recover possession, or obtain damages for the dispossession? Secondly, can the person entering maintain that his entry puts him in lawful possession for all civil purposes, so as to justify him in treating other persons on the land as trespassers, and in removing themselves and their goods by force?

To the first question the answer is clear. The statutory prohibition of the use of force does not in any way affect the civil right of entry so far as the mere entry and taking possession of the land is concerned. There is not in English law any action merely possessory, in which a person forcibly ejected can recover possession as against the owner; and though, in BRACTON's days, the assise of novel disseisin was practically such an action, it had lost this character before Lord COKE's time (L. Q. R., iv., 24; Co. Litt. 287*b*). If the person ejected brought his assise, or writ of entry *sur disseisin*, the person ejecting him could always plead facts shewing that he had a right of entry, and, of course, this is so now in an action of ejectment. Possession could be recovered against the owner by recourse to the justices under the statutes, but not in a civil action.

And as the person ejected could not under such circumstances recover possession, neither could he recover damages for the dispossession. This was recognized even in actions of forcible entry grounded on the statutes, and if in such an action the defendant succeeded in proving a title in himself, he was dismissed without any inquiry concerning the force (Hawk. P. C. i., 495). "For howsoever," it is said, "he may be punishable at the king's suit, for doing what is prohibited by statute, as a contemner of the laws and disturber of the peace, yet he shall not be liable to pay any damages for it to the plaintiff, whose injustice gave him the provocation in that manner to right himself."

Moreover, that the mere civil right of entry is not interfered with by the statutes is recognized in numerous modern cases. In *Taunton v. Costar* (7 T. R. 431) it was held that a tenant holding over could not treat the entry of his landlord as a trespass. "If indeed," said Lord KENYON, C.J., "the landlord had entered with a strong hand to dispossess the tenant by force, he might have been indicted for a forcible entry; but there can be no doubt of his right to enter upon the land at the expiration of the term." And in *Turner v. Meymott* (1 Bing. 158), where the tenant's term had expired, and in his absence the landlord broke open the door and resumed possession, a new trial was granted upon the tenant obtaining a verdict in trespass. "If the landlord," said DALLAS, C.J., "has used force, that is an offence of itself, but an offence against the public for which, if he has done wrong, he may be indicted." Upon the same principle it was held in *Burling v. Read* (11 Q. B. 904) that the defendant with right of entry might justify entering and pulling down a workshop, although the plaintiff was in it at the time. So in *Pollen v. Brewer* (7 C. B. N. S. 371), it was treated as clear that for the mere expulsion no damages could be recovered, and this has been recently laid down both in England and Ireland. In *Beddall v. Maitland* (17 Ch. D. 174) FRY, J., said (p. 188): "The plaintiff can recover no damages for the entry, because the possession was not legally his, and he can recover none for the force used in the entry, because, though the statute of Rich. 2 creates a crime, it gives no civil remedy." In *Beattie v. Mair* (L. R. Ir. 10 C. L. 208) PALLETT, C.B., said (p. 211): "I think it clear upon principle and authority that a civil action cannot be maintained against the true owner by one wrongfully in possession, merely for expelling him by force and with a strong hand from his unlawful possession."

But although the forcible exercise of a right of entry does not expose the person so entering to liability in a civil action either to restore possession or to pay damages, the courts have been reluctant to allow that a possession so gained is for all civil purposes lawful; and it is, perhaps, the prevalent opinion that it cannot be used to justify injury done in the course of the entry either to the persons or to the goods of those who are wrongfully upon the land. In *Hillary v. Gay* (6 Car. & P. 284) a landlord turned the tenant's wife into the street and put his furniture out of the window; and Lord LYNDHURST, C.B., held that he

could not justify this under his right of entry. "If," he said, in summing up, "the defendant had a right to the possession, he should have obtained the possession by legal means." But if the civil right of entry is not affected by the statutory prohibition of forcible entry, it is a plausible opinion that the possession gained under it must be for all civil purposes a lawful possession, and this view was strongly entertained by some of the judges before whom at different times the case of *Newton v. Harland* (1 Man. & Gr. 644), the leading authority on the subject, came.

The plaintiffs, Mr. and Mrs. NEWTON, sued in trespass, alleging that the defendants on the 2nd of March, 1837, with force and arms assaulted the plaintiff, Mrs. NEWTON, and put her out of a dwelling-house into the road. The defendants pleaded, first, not guilty; secondly, that the defendant HARLAND was lawfully possessed of the dwelling-house, that Mrs. NEWTON was unlawfully in it, and that he put her out with slight force, doing no unnecessary damage. The first trial took place before PARKE, B., at the York Assizes in 1837. From the facts proved then, and at the subsequent trials, it appeared that NEWTON had hired rooms of HARLAND for a term of six months, which expired on the 1st of March, 1837. On the following day HARLAND demanded possession, but Mrs. NEWTON refused to leave. Thereupon he employed a blacksmith to pick the lock, and, having entered the rooms with four or five persons, compelled Mrs. NEWTON, her children, and servants to go. PARKE, B., holding that HARLAND had gained a lawful possession, told the jury that the second plea was made out, and a verdict was given for the defendants. A new trial was granted on the ground of misdirection, TINDAL, C.J., saying: "I do not see how the defendants can justify the expulsion of the female plaintiff under a possession obtained by an act which is in itself criminal"; and PARK and BOSANQUET, JJ., concurred, COLTMAN, J., expressing no opinion on this point.

The second trial took place at York before ALDERSON, B., in 1838, but he adopted the same view of the law as PARKE, B., and the same result followed. He directed the jury that, where a tenant holds over, the landlord is entitled to turn him out, using no unnecessary violence; and, therefore, the only question on the second plea was whether the term had expired, and Mrs. NEWTON refused to go. A rule for a new trial was again granted, the matter being now more carefully considered by a court consisting of TINDAL, C.J., and BOSANQUET, COLTMAN, and EASKINE, JJ. The majority (COLTMAN, J., diss.) held that the defendant could not plead that he was "lawfully in possession" if his entry was forcible, and, as the jury had not yet had the question whether the entry was forcible submitted to them, a third trial was necessary. "If," said TINDAL, C.J., "the landlord, in making his entry upon the tenant, has been guilty either of a breach of a positive statute, or of an offence against the common law, it appears to me that such violation of the law in making the entry causes the possession thereby obtained to be illegal; and that the allegation in the plea that one of the defendants was lawfully in possession at the time the assault was committed is negatived." So BOSANQUET, J.: "If the act be expressly prohibited by statute, it must, I apprehend, be illegal and void." And EASKINE, J., while admitting that the tenant had no remedy in trespass, held that damages could be given for personal injury. COLTMAN, J., on the other hand, maintained that the possession, if lawful at all, was, for the purpose of a civil action, lawful altogether: "For the preservation of the peace the law will punish for the forcible entry; but the tenant at sufferance, being himself a wrongdoer, ought not to be heard to complain in a civil action for that which is the result of his own misconduct and injustice."

I am of opinion that, although the defendant, if guilty of a forcible entry, is responsible for it in the way of a criminal prosecution, yet that, as against the plaintiffs, who are wrongdoers and altogether without title, he has obtained by his entry a lawful possession, and may justify in a civil action the removing them in like manner as in the case of any other trespasser." At the third trial, which took place at York before COLTMAN, J., in 1840, the jury found that there had been a forcible entry, and the plaintiffs obtained a verdict for forty shillings. In a concluding article we shall consider the cases subsequent to this decision.

REVIEWS.

BOOKS RECEIVED.

Forms of Judgments and Orders in the High Court of Justice and Court of Appeal, having especial reference to the Chancery Division. With Practical Notes. By the late Hon. Sir H. W. SERON. Fifth Edition. By CECIL C. M. DALE, Esq., Barrister-at-Law, and W. CLOWES, Esq., a Registrar of the Supreme Court. Vol. III. Stevens & Sons (Limited).

The Acts relating to the Tax on Inhabited Dwelling-houses. With References to the Decisions on the Subject. By STEPHEN DOWELL, M.A., Assistant Solicitor of Inland Revenue. Butterworths.

CORRESPONDENCE.

LIFTS AT THE ROYAL COURTS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I was glad to see the suggestion of your correspondent last week that a lift should be constructed for the convenience of persons having business on the upper floors of the Royal Courts building. I may add that from the point of view of the officials such a convenience would be greatly appreciated.

As your correspondent points out, there is ample room for a lift at the part of the building adjoining the Bell-yard entrance; and it may be added that the space available is more than sufficient for two lifts, which could be kept continually moving up and down. The saving of time and of labour effected by these lifts would be enormous. I hope that steps will be taken to bring pressure to bear on the Board of Works for the carrying out of this most necessary improvement. In any application to them it should be pointed out that no constructive alterations in the building will be necessary; all that is required is the machinery.

AN OFFICIAL.

Oct. 19.

NEW ORDERS, &c.
HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

Michaelmas Sittings, 1893.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, petitions, and short causes will be taken on the usual days stated in the Michaelmas Sittings Paper, with the following exceptions, viz.:—

Mr. Justice Chitty.—In consequence of Mr. Justice Chitty sitting for the disposal of his lordship's own witness list from Tuesday, November 28, until Saturday, December 9 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice North—that is to say, motions on Thursday, November 30, and Thursday, December 7; unopposed petitions on Saturday, December 2, and Saturday, December 9.

Mr. Justice North will not take witness actions during the present sittings, but will proceed continuously with his lordship's non-witness list, including further considerations, adjourned summonses, and causes without witnesses.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for the disposal of his lordship's own witness list, from Tuesday, October 31, until Saturday, November 11 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Kekewich—that is to say, motions on Thursday, November 2, and Thursday, November 9; unopposed petitions on Saturday, November 4, and Saturday, November 11.

Mr. Justice Kekewich.—In consequence of Mr. Justice Kekewich sitting for the disposal of his lordship's own witness list from Tuesday, November 14, until Saturday, November 25 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Stirling—that is to say, motions on Thursday, November 16, and Thursday, November 23; unopposed petitions on Saturday, November 18, and Saturday, November 25.

Mr. Justice Kekewich.—Subject to the special arrangement for the disposal of witness actions, the order of business in Mr. Justice Kekewich's court will be as detailed on the sittings paper. If the state of the non-witness list permits the witness list being taken at any time before Tuesday, November 14, or after Saturday, November 25, due notice will be given on the daily cause list.

Mr. Justice Romer will take witness actions every day in the order as they stand in his lordship's cause book.

Mr. Justice Wright (sitting as an additional judge of the Chancery Division) will dispose of any remaining transferred Chancery actions at present standing over generally on application to his lordship in court to fix a day for trial.

Summonses before the judge in chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness list) as follows:—Mr. Justice Chitty, with non-witness actions, except procedure summonses, which (if any) are taken every Saturday; Mr. Justice Stirling, with non-witness actions. Mr. Justice North, on Fridays and Saturdays. Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LIST.

During the Michaelmas sittings the judges will sit for the disposal of their own witness lists as follows:—

Mr. Justice Stirling will begin on Tuesday, 31st October, and sit continuously (Monday, the 6th November excepted) until Saturday, the 11th November.

Mr. Justice Kekewich will begin on Tuesday, the 14th November, and sit continuously (Monday, 20th November excepted) until Saturday, the 25th November.

Similarly, Mr. Justice Chitty will take his witness list for the ensuing fortnight, ending Saturday, the 9th December.

During the fortnight when a judge is engaged on his witness list, motions in causes or matters assigned to him (including ex parte motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in his lordship's list), and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.

Those assigned to Mr. Justice Kekewich will be heard by Mr. Justice Stirling.

Those assigned to Mr. Justice Chitty will be heard by Mr. Justice North.

CASES OF THE WEEK.

Before the Vacation Judge.

Re MARTIN, WALLIS, & CO. (LIM.)—18th October.

COMPANY—WINDING UP—PETITION—DISPUTED DEBT—DISMISSAL OF PETITION.

This was a petition presented by a person who claimed to be a creditor for £8,700, praying that the above-named company might be wound up. The company was incorporated on the 21st of August, 1890, with a capital of £20,000, and its objects were to take over the business of tea dealers then carried on by one George Barton under the style of Martin, Wallis, & Co. The petitioner claimed that the £8,700 was advanced by him to the company in two sums—viz., £5,700 in August, 1892, and £3,000 in December, 1892. In opposition to the petition an affidavit was read made by the secretary of the company, in which it was stated that the moneys alleged to have been advanced by the petitioner to the company were advanced for the purpose of being used in speculative dealings on the London Stock Exchange, some of which were carried on in the name of the company and some in the name of Mr. Barton, one of the directors of the company, with the knowledge and privy and at the instance of the petitioner, who participated in the profits thereof so long as they were successful. On the 25th and 29th of September, 1892, the petitioner wrote letters to Mr. Barton, extracts from which were as follows:—"If you know of any real good thing and are certain of a nap hand I can find £7,000 to £8,000 on short notice for a smart deal. I can't afford to lose the capital sum I have named or its yearly produce even for a time, but perhaps you intend to dabble continually with the capital as you already play with the other money you hold of mine." The petitioner said he substantially relied on the advance of £5,700 and not on the £3,000, and that the £5,700 was applied to the purposes of the company. The letter of the 29th of September referred to a sum of £880, which no doubt was used for speculative purposes; but it had nothing to do with the £5,700. The £5,700 was entered in the loan account, but not the money advanced for speculative purposes. [KENNADY, J.—If I find the different sums so mixed up, as they seem to be here, how can I upon petition untie the £5,700 from the others and say it is a valid debt? The debt is in dispute, and the company is not shown to be insolvent; ought I to make an order to wind up the company? My present impression is that I ought to let it stand over.] In opposition to the petition it was further said that not a single person other than the petitioner appeared to support the petition. The demand for the debt was only made on the day on which the petition was presented, and therefore the petition should be dismissed with costs. If it stood over till the petitioner took such action as he ought to, it would ruin the company. To present a petition to the court under such circumstances as these was a cruel use of the process of the court, and it was still more cruel to use it through the Long Vacation. To entitle a person to present a petition the statutory requirements as to evidence of insolvency must be complied with. There was no such evidence here as was required by the statute. *Re Gold Hill Co.* (31 W. R. 853, 23 Ch. D. 210) was cited.

KENNADY, J., dismissed the petition, and said: I think this application one of considerable difficulty. The two points are—first, is there a debt which is practically indisputable? secondly, is the company insolvent? I

have, on the whole, come to the conclusion that I ought to dismiss the petition. In the first place, I am not satisfied as to the debt. I think it is disputable. It is not possible to sever one portion of the items from the other. As to insolvency, the allegations rest on the statements of two of the directors. I think it is a disputable claim, properly and *bond fide* disputed, and that the company is not shewn to be insolvent. At the same time, I think the company might have brought the facts more clearly before me. I shall dismiss the petition, without costs.—COUNSEL, *Marten, Q.C., and Lochnis; Oswald, Q.C., and E. Bray. SOLICITORS, Rowcliffe, Rawle, & Co.; Harper & Battcock.*

[Reported by V. de S. FOWKE, Barrister-at-Law.]

Re JAMES VALENTINE & CO. (LIM.)—18th October.

COMPANY—WINDING UP—PETITION—DISPUTE AS TO PORTION OF DEBT—STATUTORY INSOLVENCY.

This was a petition, presented by a shareholder, creditor, and director of the company, for a winding-up order. The company was formed in 1891, with a nominal capital of £5,000, for taking over the business of James Valentine, a cycle-maker. The petition alleged that the company was insolvent.

KENNEDY, J.—In this case it is practically undisputed that there is a debt of some £300 due from the company to the creditor. It is said there is a dispute as to the balance. In this case I can come to no other conclusion than that the company is insolvent and unable to pay its debts. At the same time, there is a dispute as to a portion of the debt. I shall give the company an opportunity of paying the admitted debt; so that there will be an order for winding up, but I direct that the order is not to be drawn up for three weeks.—COUNSEL, *Marten, Q.C., and Lochnis; Oswald, Q.C., and E. Bray. SOLICITORS, Rowcliffe, Rawle, & Co.; Harper & Battcock.*

[Reported by V. de S. FOWKE, Barrister-at-Law.]

COMPANIES LIMITED BY GUARANTEE.

A PAPER READ AT THE MANCHESTER MEETING BY MR. G. T. POWELL (LONDON).

After some preliminary remarks, the writer said: Under the Companies Act, you are aware that a company may be registered limited or unlimited, and as regards limited companies, that they may be limited in three different ways, viz.: (1) by shares, (2) by guarantee and not having a capital divided into shares, and (3) by guarantees and having a capital divided into shares. The object of my present remarks is specially in reference to the second of these three sisters, viz.: Companies limited by guarantee and without any nominal capital, the "Cinderella," if I may thus term it, of the company family, for so it seems to me to have been treated, if not by the profession, certainly by the Inland Revenue, as I shall show hereafter. It has gradually come to the minds of those who have had considerable experience in company business, that this comparatively neglected form of organisation is in many cases exceedingly convenient and preferable, as being free from the objections and pitfalls which abound in companies limited by shares, according to the decisions given by the courts for the past thirty years. I would here state that I have no special observations to make on companies limited by guarantee, and having also a share capital of fixed amount in sterling. My friend Mr. Lake has recently suggested to me that these also have their particular spheres of usefulness, and I look forward to-day to hear his experiences; but, unless formed on special lines, which he has no doubt well considered and provided for, it appears to me they offer no advantages beyond those limited by a share capital only, and, unless so safeguarded, they are certainly open to all the objections of the latter. Let me here remind you of the two special features in a company limited by guarantee alone, as distinguished from one limited by shares. The first is the guarantee expressed by the resolution in the last paragraph of the memorandum, and by which each member of the company agrees, in the event of winding-up, to contribute to the company a certain fixed amount, and so that he is liable for nothing more, whatever his interest may be in the undertaking. The other is that the shares of the members, or proportions of their interests are of no nominal value in sterling; they may be one-thousandth or fifty-five ten-thousandths, or any other fraction of the whole. Thus the company takes over from the vendor or promoter the commodity, whether it be an established concern of known value, and yielding a tolerably sure return, or whether it be a concession or mining claim of the most speculative and uncertain value, in the same way as you and I would sell a share in our business. We take in a partner who is to have a one-third or one-fourth share, without any fixed nominal amount of what that share is worth. It may turn out to be worth £500 or £1,000 a year for a long time afterwards, but we never stamp that one-third or one-fourth share as so much in pounds sterling. It is true in such cases we put a price on the thing sold, and receive that amount in cash, but this would be different in the case of a guarantee company; and here comes in the first advantage between it and a share company. We know the chief inducements in the minds of promoters in getting up bubble companies is the chance they secure of hauling in a large cash profit almost immediately after the launching of the company, wholly regardless of its subsequent career; but in a company limited by guarantee, this would seldom happen, for the very good reason that it would have no capital whereby to pay in cash. Neither is it at all likely that the vendor or promoter would succeed in obtaining any cash on debentures, for who would subscribe for them for such a purpose immediately after the incorporation of a company which has no uncalled capital? Again, take the case of an honest vendor who sells to a company for cash and shares some trading concern which has

done well for many past years. How frequently has it occurred, that in consequence of bad management of directors, or some other unforeseen circumstances of which the vendor was in no way responsible, the undertaking proved a failure. The vendor is then attacked by disappointed shareholders for misfeasance, and all sorts of questions are raised against him and the directors for saddling the company with an extravagant bargain. Also that the shares were not a fair equivalent for the cash, with the consequent peril to the holder of paying up calls on such shares, notwithstanding an agreement was duly registered. All these and other contingent difficulties and troubles present themselves to the vendor or promoter for a long time after the incorporation of the company, but disappear *in toto* with a company limited by guarantee, because there is no contract for sale and no price expressed in money. In a company limited by guarantee alone, the enterprise is taken up among its members for shares of no fixed amount in sterling, and in the same manner as is done by individuals in private partnerships, thereby combining the facilities of a partnership with the exemptions and security of a company under the Companies Acts. It follows that directors of such a company can serve without danger from the aspersions so often thrown upon them in companies formed on another basis; their character for independent opinion cannot be assailed, nor can they be accused of undue partiality to the vendors. This is a most important point to bear in mind, having regard to the recent Directors' Liability Act. Again, the members of a company limited by guarantee, cannot be involved in any trouble in reference to that much vexed question of shares issued at a discount, including the payment of brokerage, which, as you are aware, is in the same category. A guarantee company may issue its shares of no nominal amount in sterling, on the best terms it can obtain, and Section 25 of the Companies Act of 1867 has no application whatever. Another advantage occurs with a guarantee company. If outside capital is required, and it is found convenient to issue debentures, there can be no objection, if it facilitates the operation, to give the person finding the cash secured by the debentures, a bonus in the shape of a certain proportion of the whole undertaking, represented by so many shares. This, it is needless to add, could not be done in a company limited by shares, except by a circuitous course nearly always open to objection, and never, perhaps, entirely free from future risk. Once more, in a company limited by guarantee, the awkward questions are avoided which have so often arisen as to *distribution of profits*, and whether or not in such distribution the capital has been illegally reduced. We know how long, wearisome, and expensive the process of reduction of capital is, ending, if and when allowed by the court, by the addition to the name of the company, of the words "and reduced" to the other appendix "limited." In a company by guarantee alone, this all vanishes; for such a company has no nominal capital to be reduced. There is still to be mentioned what some may consider a very great advantage in companies limited by guarantee alone, and that is the exemption from the *ad valorem* government duty, payable on a company limited by shares. Whatever this may be worth, I think that the other advantages I have referred to considerably outweigh this money question; and if, in the near future, a duty has to be paid somewhat analogous to that now paid on a share company's nominal capital, I still think that a company limited by guarantee alone, deserves our full attention.

This leads me to the second part of my subject—viz., the objections which have been raised to companies limited by guarantee, and without any fixed capital in sterling. You are aware that the source of these is the office of Inland Revenue, who, by the table of fees scheduled to the Act, take a much smaller amount in duty stamps as compared with the *ad valorem* duty which other companies pay. The Inland Revenue contend (1) that the Legislature did not contemplate the registration of industrial companies when the Act of 1862 was passed, and (2) that the Act itself does not show it was intended for any such application. Now as to the first objection. I find the following words in Section 6 of Part I, applying to companies of all denominations, limited and unlimited, and which are comprised in any of the nine parts of the Act: That "any seven or more persons associated for any lawful purpose may, by subscribing their names to a memorandum of association and otherwise complying with the requisitions of this Act in respect of registration, form an incorporated company with or without limited liability." Again in Part VII., Sections 179 to 181 inclusive, the widest latitude is given to the registration of companies under this Act, and so that practically all companies are included, except the particular specified exceptions, none of which can be said to include a company limited by guarantee. On the contrary, in case there should be any possible mistake in reference to the special jurisdiction of the Stannaries District in Cornwall, express authority is given by Section 180 to include companies there working mines. These, as you know, are on the cost-book principle, with shares of no nominal amount. No mistake can occur here, for Section 180 speaks expressly of its applying to an unlimited company, a company limited by shares, or a company limited by guarantee. So taking these particular sections in Part I. and Part VII. separately or together, I venture to say, if words mean anything, these sections so referred to must include any ordinary industrial undertaking limited by guarantee alone. Apart, however, from this, and supposing it was necessary to strengthen the view which I take, there is little doubt that, for some time before this Act of 1862 was passed, there was an evident want of extended provisions for limited liability. This is shown in Messrs. Palmer and Hawkesley's pamphlet, who remind us that the Companies Act of 1862 was drawn by Mr. (afterwards Lord) Thring, and they give the following extracts from his work on joint-stock companies published about that time:—"Some measure must be found for the limit of liability, and in a joint-stock company this is attained by declaring that no shareholder shall be liable beyond the amount of calls unpaid on the shares held by him. By altering the measure of liability, it would seem that the privilege of limited liability might be extended to companies in general, however organised, without infringing any principle which led the Legislature to sanction the adoption by companies of limited liability. Accordingly, in the Act of 1862 two modes of forming limited liability are proposed. The

first follows the model of the Act of 1856, and limits the liability of the members to the calls unpaid on their shares; the second limits the liability of the members to such amount as the members may undertake by memorandum of association to contribute to the assets of the company in the event of its being wound up. Of these companies the first is called 'a company limited by shares,' and is identical with the limited company of the Act of 1856; the second is called a company limited by guarantee, and from its greater flexibility of form admits of any possible internal organisation that can be devised by a company. The security of the creditor is equally provided for in each class of company. In a company limited by shares the creditor looks to the value of the shares and to the amount of unpaid calls. If the calls are paid up the obligation of the shareholders has ceased, and the creditors can only rely on the actual property possessed by the company. In a company limited by guarantee the creditor will have a right against any member of the company to the extent of his engagement, as defined by the memorandum of association, whatever may be the nature of the company, whether joint-stock or otherwise. If the engagement binds the members to pay a very small amount, the company will, of course, fail in getting credit; on the other hand, if the engagement be to pay a considerable amount, and the members of the company be reputed men of substance, the creditor will have a more certain security to rely on than he can possibly have in the best conducted company limited by shares." (*Vide* Thring on "Joint Stock Companies," by Rendel, 5th edition, pp. 16 and 17.) After these extracts from Lord Thring's book, and the wording of the sections referred to, it surely cannot be reasonably contended that the Legislature never contemplated that companies limited by guarantee were not to have the same scope as companies limited by shares; but now let us look a little further into the Act itself. Section 7 states how the limit of liability is to be ascertained, viz.: (1) in the case of a company limited by shares, by the amount unpaid on the shares, and (2) in the case of a company limited by guarantee, by the amount for which each member agrees to be responsible in the event of a winding-up. Section 8 states what the memorandum of association is to contain in a company limited by shares, and Section 9 in the same way explains certain requisites in the memorandum of a company limited by guarantee. Section 10 deals with the memorandum of an unlimited company; Section 11 shows the amount of stamp to be affixed to the memorandum of any company; Section 12 gives the power to companies limited by shares under certain circumstances to alter their memorandum; and Section 13 power to any company to change its name under specified conditions. Section 14 makes express stipulations as to the articles of a company, distinguishing specially between companies limited by shares and those limited by guarantee, and again, those companies which are unlimited; Section 15 shows where Table A applies, and Section 16 the regulations as to stamp on the articles, and the mode of signing them. Sections 17, 18, and 19 are general provisions applying to companies limited by shares or guarantee, and also unlimited, in reference to registration and fees payable thereon. Then look at the schedules of the Act. The First Schedule is Table A, so well known as the form of regulations applying to a company limited by shares, except and so far as other regulations are adopted. Table B to the First Schedule specifies the fees payable on registration by a company divided into shares, and which are in proportion to the nominal capital; Table C the fees payable by a company not having a capital divided into shares, and which are in proportion to the number of members. The Second Schedule consists of various forms of memorandum and articles of a company, commencing with Form A, being a form of memorandum and articles of a company limited by shares. Form B is a form of memorandum and articles of a company limited by guarantee, and not having a capital divided into shares; and here please to observe that the Twelfth Clause of this form of articles makes special provisions for business at meetings when a dividend is declared. Form C is a form of memorandum and articles of a company limited by guarantee and having a capital divided into shares. I have referred to these various sections in Part I., and the schedules to which it refers, somewhat in detail, to show how carefully they have been drawn, in order that there might be no misunderstanding as to what should apply to companies limited by shares or by guarantee, or both, and that in any or all cases companies may be so formed "for any lawful purpose," and I submit that the references I have given to the wording of the Act, and the book written by its draftsman, make it abundantly clear that every detail as to the registering and working of both kinds of company were fully considered and provided for at the time the Act was passed. Last year the Beira Railway Company was registered as a company limited by guarantee, and not having a capital divided into shares, i.e., shares of a certain amount fixed in sterling. The chief object of the company was to work a concession, and construct a railway in South Africa. The memorandum and articles were much in the usual form of a company limited by shares, except for the alterations necessary between such a company and one limited by guarantee only, and accordingly the articles provided that in order to determine the proportion in which the members for the time being were interested in the company, the company should be divided into 600,000 shares, and the members should be deemed to be interested in the company in proportion to the number of such shares for the time being registered in their respective names; and so the whole of these 600,000 shares were appropriated to the seven signatories of the memorandum and articles in various proportions—the memorandum in its concluding paragraph providing that each member of the company should, in the event of the winding-up of the company, and during the time that he was a member of the company, or within one year afterwards, be liable to the extent of £1 only. Provision was also made in the articles for increasing the number of shares by special resolution, and for transfer of shares amongst members. This Beira Railway Company is a good model of the kind of company I have desired to bring before your notice. No money was wanted for share capital, and, therefore, no such capital was provided; the concessionaires, or those holding the various shares specified in the articles, doubtless trusted to the

ultimate success of the enterprise without any special facilities for selling their shares on the so-called bringing out of the company. What the company required in cash for the working of the concession, in constructing the railway, &c., was offered to the public in a debenture prospectus soon after its incorporation. This instance of successful registration of such a company was, I believe, the last one. The Inland Revenue doubtless thought they had lost an *ad valorem* duty on what should have been a capital in sterling of, say, £600,000, and further registration of companies formed on the above lines has been refused. It seems to me that the Inland Revenue were in a difficult position to justify the course thus taken, and, for want of something better, were driven to found their objection on the word "shares," contending that the Companies Act of 1862 was never intended to make provision for shares of no nominal amount in companies limited by guarantee only, and that this and the other Companies Acts, always contemplated shares of certain fixed value, from the common share of £1 and upwards. But how can a guarantee company with no nominal capital (and which it cannot be denied was expressly provided for by the Act of 1862) speak or deal with such shares as it does not possess, and how otherwise is it to make provision for the distribution of its members' interests, than by speaking of them as shares or fractional parts of the whole? If the word "shares" is objectionable, let us use some other term to designate what we mean, even though it may be thereby necessary to use five words instead of one, as when I just said "fractional parts of the whole." The above seems a very worthless argument, especially when the Act of 1862, in the Second Schedule, Form B being for articles of association for a guarantee company, and no capital divided into shares, provides expressly in Clause 12 for *declaration of dividends* among its members at the general meetings. How are such dividends to be divided among the members, except in proportion to their respective interests or shares? And if this latter word is the best and proper one, why should it not be used in articles of guarantee companies, though differing in its signification from that which it means in other places? The only suggestion which I can now give, to meet such frivolous objections on the registration of these companies, is the plan which some friends of mine have recently adopted, and that is, to register a form of memorandum and articles with no mention of the offending word "shares." Then, after the company is incorporated, call the usual meetings for passing and confirming a special resolution by which the articles of the company are altered to correspond with those of the Beira Railway Company, Limited. After the special resolution has been duly passed and confirmed, a printed copy should be forwarded to the Registrar of Joint-Stock Companies for registration. Those who follow this suggestion, will doubtless be treated in the same way as my friends. The special resolution was returned to them by the Inland Revenue authorities, though not in their case till after they had taken the fee of 5s. and put the resolution on the file. I leave my audience to judge of the wisdom of such a course of proceeding on the part of the Inland Revenue officials. No doubt in the future they will be more careful, and accept neither the fee nor the document; but this, I venture to suggest, is immaterial, as the company will have complied with the requirements of the Act when they can prove that such special resolution was duly printed and forwarded to the Registrar of Joint-Stock Companies, to be recorded by him in the terms of the 53rd Section. I submit that no valid legal objection can be made to the course thus taken. The articles or regulations of a company are to contain what the subscribers to the memorandum deem expedient, and unless it is to be supposed that the original seven subscribers are always to exist, and to be equally interested, the regulations of the company should certainly provide for the division of the interests of the members into fractions or shares, and the transmission of such interests; and as this is entirely a matter to be settled by them only, the Inland Revenue can have no right to object to such alterations or additions to the articles on this account. It is much to be regretted that the Inland Revenue should render such expedites necessary. If, as I have no doubt is the case, they think, on registration being made easy for guarantee companies, the number of them would greatly increase, and the number of share companies lessen in proportion, and consequently that the aggregate registration duties would considerably diminish in amount, it would be much worthier of their high position to say so openly and at once, and obtain a short Act for payment of such further duties as would in their opinion prevent the loss, rather than resort to vexatious expedites which have no intelligible foundation. The Inland Revenue have, however, no cause of complaint; they have received enormous sums since 1862 on these *ad valorem* duties which share companies pay, and this class of company must continue to form the great majority of company undertakings in the future, because it is essential in most cases to have a large share capital. If, however, the Government think it really advisable to try and increase the duties receivable on guarantee companies by a new Act, they will, I believe, meet with disappointment and loss, for doubtless it will prevent many such companies being registered at all, and others will be forced out of the country and seek incorporation in foreign countries like South Africa. The Inland Revenue will be wiser, and do far better in its own interests, to be content with the present scale of fees for registering guarantee companies, and to set off the substantial, though comparatively moderate, gain on these by the very great gain on the *ad valorem* duties paid on share companies, whilst by such a course they retain both customers; and they should at once remove the present block, and give the proper facilities for registering, otherwise the time must soon come when there will be no alternative but to take the necessary proceedings by mandamus. I would conclude this paper by an appeal to the profession to give a full and careful consideration to this important subject. I think we shall benefit our clients' interests by so doing, and be increasingly convinced that companies limited by guarantee are worthy of attention and adoption even in many cases where similar companies are now organised by a capital limited by shares. It may be said that only the shares of the latter are marketable. I venture to differ in this, or at any rate to say that the difficulty would be only temporary.

The Suez Canal Company possess many thousands of founders' shares of no nominal amount. I understand there is no difficulty in selling them on that account. Other instances might also be given. If the investing public know that a company is thoroughly *bond side* and under good management, and has paid, or is likely to pay, good dividends on a certain sum of money which will be the market value of its shares, such shares will be saleable quite as freely as if they had a fixed nominal value in sterling. I regret that I have been unable to make this paper shorter and lighter, and I thank you for your patient attention to my remarks and for not presenting a petition to our worthy President to wind me up beforehand, for I am afraid in the time I have consumed I am liable under my limited guarantee, but there I am glad my liability ends, for, as I intimated previously, I have left to Mr. Lake the privilege and responsibility of finding any additional capital this meeting may refuse in pounds sterling.

LAW STUDENTS' JOURNAL. LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 17.—The subject for debate was: "That the House of Lords, as at present constituted, is an anachronism." Mr. Herbert Smith opened in the affirmative, and Mr. W. R. Kinipple opened in the negative. The following members also spoke: Messrs. J. D. Cranfield, Armstrong, Arthur Smith, Nimmo, Lay, Alder, Henderson, Duveen. Mr. Herbert Smith having replied, the motion was lost by six. The next meeting will be held on the 24th of October.

LEGAL NEWS.

APPOINTMENTS.

Mr. HORACE RALPH BURCH, solicitor, Palace Gate, Exeter, has been appointed a Commissioner for Oaths. Mr. Burch was admitted in August, 1884.

Mr. ALBERT ALLAN HOPE, solicitor, Southampton-row, High Holborn, W.C., has been appointed a Commissioner for Oaths. Mr. Hope was admitted in February, 1886.

Mr. WILLIAM IRONS, solicitor, Sheffield, has been appointed a Commissioner for Oaths. Mr. Irons was admitted in May, 1887, after passing the Final Examination with honours.

Mr. WILLIAM BROWNSHIRE JUBY, solicitor, Beeston, Nottinghamshire, has been appointed a Commissioner for Oaths. Mr. Juby was admitted in December, 1886.

Mr. JOHN EDWIN LISTER, solicitor, Keighley, has been appointed a Commissioner for Oaths. Mr. Lister was admitted in February, 1887.

Mr. FRANCIS CHURCHILL MANLEY, solicitor, Hull, has been appointed a Commissioner for Oath. Mr. Manley was admitted in December, 1886.

Mr. CLIFFORD DONALD MILNE, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Milne was admitted in January, 1887.

Mr. ARTHUR ALEXANDER NOWELL, solicitor, 27, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Nowell was admitted in November, 1886.

Mr. HUGH WILSON PATON, solicitor, Swansea, has been appointed a Commissioner for Oaths. Mr. Paton was admitted in February, 1884.

Mr. ALFRED HENRY PEARPOINT, solicitor, 30, Craven-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Pearpoint was admitted in December, 1882.

Mr. HENRY CLIFDEN PERSHOUSE, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Pershouse was admitted in June, 1886.

Mr. STEPHEN ROWE, solicitor, 8, Bucklersbury, E.C., has been appointed a Commissioner for Oaths. Mr. Rowe was admitted in April, 1886.

Mr. JOHN GABRIEL SHEARMAN, solicitor, 38, Gresham-street, E.C., has been appointed a Commissioner for Oaths. Mr. Shearman was admitted in Michaelmas, 1886.

Mr. GEORGE STUART SHERRINGTON, M.A., LL.B. Camb., solicitor, 31, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Sherrington was admitted in December, 1886.

Mr. HENRY ALBEMARLE SWEPSTONE, solicitor, 24, Basinghall-street, E.C., has been appointed a Commissioner for Oaths. Mr. Swepstone was admitted in November, 1881.

Mr. WILLIAM VAZIR LANGDALE SIMONS, solicitor, Merthyr Tydfil, has been appointed a Commissioner for Oaths. Mr. Simons was admitted in August, 1883.

Mr. GEORGE HAMILTON URRY, solicitor, Bolton, has been appointed a Commissioner for Oaths. Mr. Urry was admitted in January, 1876.

Mr. JOHN LAWRENCE WHITAKER, solicitor, Hailingdon, has been appointed a Commissioner for Oaths. Mr. Whitaker was admitted in July, 1887.

Mr. CHARLES JAMES GROSS, solicitor, Bury St. Edmunds, has been appointed a Commissioner for Oaths. Mr. Gross was admitted in March, 1886.

Mr. JAMES NEWTON GRAHAM, solicitor, Tynemouth, has been appointed a

Commissioner for Oaths. Mr. Graham was admitted in May, 1886, after passing the Final Examination with honours.

Mr. HERBERT EDWARD GRIFFITH, solicitor, 1, Gray's-inn-place, W.C., has been appointed a Commissioner for Oaths. He has also been appointed a Commissioner for the Supreme Court of Queensland to take Bail and Affidavits and to examine witnesses. Mr. Griffith was admitted in June, 1885.

GENERAL.

Sir Richard Webster, Q.C., M.P., arrived at Southampton on Wednesday from New York in the American liner *New York*.

Mr. Justice Kennedy's address for the remainder of the Vacation will be as follows—24, Clanricarde-gardens, Hyde-park, W., at which address all applications when his lordship is not sitting in court or chambers should be addressed to him.

Mr. Inderwick, Q.C., was on Tuesday presented with the freedom of Rye. The presentation of the freedom was made at a meeting of the town council by the town clerk, who said Mr. Inderwick had fulfilled important duties as a justice of the peace and an alderman of the county council, and was the last baron elected to represent the town and port of Rye in Parliament. He had also spent much time and ability in throwing light upon facts connected with the past history of that ancient town.

It is not often, says the *Daily News*, that a judge is condemned in costs in the very court over which he presides. This novel experience has come to the Judge de Paix, or county court judge, of Commentary, near Montlagon. The judge, M. Bouchard, had a dispute with his baker about an account, and the baker took out a summons against him. When the case came on for hearing M. Bouchard stepped off the bench, and begged his substitute to decide it. The substitute did so, and the result was that the judge was ordered to pay the amount in dispute, together with the costs of the proceedings.

The *Times* says that during the Long Vacation some alterations have been carried out in Probate Court No. 2. The jury-box has been brought forward about two feet, and an additional witness-box has been constructed similar to that in Probate Court No. 1. These alterations have been effected in order that the judge and jury may better hear and observe the various witnesses while under examination. Several alterations have also been made with regard to the heating and ventilation of the courts, and new and improved machinery has been substituted for that hitherto in use, whereby it is anticipated that a considerable improvement in the atmosphere of the courts will result.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	APPEAL COURT No. 2.	MR. JUSTICE CHIFFY.	MR. JUSTICE NORTH.
Tuesday, Oct. 24	Mr. Godfrey	Mr. Farmer	Mr. Lavis
Wednesday 25	Leach	Rolt	Carrington
Thursday 26	Godfrey	Farmer	Lavis
Friday 27	Leach	Rolt	Carrington
Saturday 28	Godfrey	Farmer	Lavis
MR. JUSTICE STIRLING.		MR. JUSTICE KERRWICH.	MR. JUSTICE ROBERT.
Tuesday, Oct. 24	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Wednesday 25	Beal	Ward	Jackson
Thursday 26	Pugh	Pemberton	Clowes
Friday 27	Beal	Ward	Jackson
Saturday 28	Pugh	Pemberton	Clowes

COURT OF APPEAL.

MICHAELMAS Sittings, 1893.

APPEALS.

FROM THE CHANCERY DIVISION.

For Judgment.

Bailey v Barnes appl of pltf from judg of Mr Justice Stirling, dated May 16, on motion of A P Lilley declaring respt absolutely entitled free from mortgage (c.a.v. August 8—present Lords Justices Lindley, Lopes, and A L Smith)

FROM THE CHANCERY AND DIVORCE DIVISIONS.

For Hearing.

(Final List.)

1893.

Clingen v Watkins appl of deft from judg of Mr Justice Romer, dated April 22, declaring deed cancelled as to maintenance May 12
Divorce Robt Butler, petnr, v Emma Butler, respt (the Queen's Proctor showing cause) appl of petnr from judg of the President, dated May 30, rescinding decree nisi and dismissing petn for divorce June 21
In re Wm P Freme, dec Freme v Logan appl of deft J R Freme, an infant, by his guardian ad litem, from judg of Mr Justice North, dated June 5, 1891, declaring proceeds of sale properly applied in extinguishment of incumbrances July 4
In re Ann Higgs, widow, dec Barker v Arnold (construction) appl of deft, J A Aldridge, from judg of Mr Justice North, dated June 8,

declaring appellant not entitled to payment of legacy out of testatrix's estate July 11
 Wilkins, on behalf, &c., v The Architectural Pottery Co Id and ors appl of pliffs from judge of Mr Justice Kekewich, dated June 24, dismissing action against deft co on motion in default of appearance and on separate cause of action certified by counsel July 12
 Shiel v Godfrey appl of deft C E Godfrey from judge of Mr Justice Kekewich dated June 21 (on motion treated as trial), restraining obstruction of ancient lights at Southampton July 14
 In re Walter Bridger dec The President &c. of Consumption Hospital v Lewis appl of Eliz Williams spinster from judge of Mr Justice North dated Nov 1, 1892, declaring pliff entitled to whole of residuary estate July 26
 In re The Swedish and Norwegian Railway Car Trust Co Id and Co's Acts (J T Jarvis's case) appl of J T Jarvis from judge of Mr Justice Stirling dated July 5, refusing to remove name from list of contributors July 26
 Vevers v Green appl of pliff Alice Selwyn widow from judge of Mr Justice Romer dated July 4, declaring investments of trust moneys not a breach of trust July 27
 In re Frances Carige widow dec Head v The United Kingdom Beneficent Assn & ors appl of dfts A Paisley & ors from judge of Mr Justice Kekewich dated March 17, declaring assoco entitled to wholesale residuary estate and not furniture only July 28
 Greenwood v Sutcliffe appl of dfts from judge of Mr Justice Stirling dated July 6, allowing certain items for costs and services of pliffs summons to vary Chief Clerk's Certificate July 29
 Page v The Midland Railway Co dfts and C Mackey & ors 3rd parties appl of deft co from judge of Mr Justice Romer, dated July 3, in favor of pliffs for one-third of sum mentioned in pleadings with interest and costs July 31
 Page v The Midland Railway Co dfts and Chas Mackey & ors 3rd parties appl of deft co from judge of Mr. Justice Romer, dated July 5, refusing indemnity by 3rd parties against payment to pliffs under judge August 2
 In re Somerset's Settlement Trusts Somerset v Earl Poulet & ors appl of pliff V F J Somerset from judge of Mr Justice Kekewich, dated April 12, declaring appellant's life interest subject to indemnity in respect of defts liability August 1
 Liverpool District Registry Hill v Wallasey Local Board appl of dfts from judge of Mr Justice Romer, dated July 4, restraining the Local Board from disturbing the soil of pliff's freehold private road August 7
 Stogdon v The General Public Works and Assets Co Ltd & ors appl of deft co from judge of Mr Justice Kekewich, dated August 2, for foreclosure and asking in addition for account under two securities and in default of payment dismissal of action August 10
 Bright v Eckersley appl of pliffs E B Bright and F W Englebach from judge of Mr. Justice North, dated Aug 10, 1892, on counter claim and refusing relief claimed by aplnts Aug 10
 In re Wm Webb the elder, dec Lambert v Still appl of pliffs from judge of Mr. Justice Romer, dated Aug 1, for account of testator's estate against execs and trustees Aug 12
 In re Thomas Farrer dec (construction of will) Farrer v Farrer appl of pliffs from judge of Mr Justice Chitty dated July 24, declaring devise immediate and not in reversion expectant on second marriage August 17
 Divorce A W Dunhill ptnr v W H C Dunhill respt and Baroness Jeannie Frerichs intervener appl of respt from order of Mr Justice Gorell Barnes, dated August 7, upon claim of settlement trustees confirming Registrar's 1st report varied by subsequent report as to rights of parties to property mentioned in order August 17
 In re Duke of Cleveland's estate (construction of will) Wolmer v Forester appl of Captn A W H Hay (by special leave) from judge of Mr Justice Kekewich dated August 10, 1892, on hearing of summons in absence of appellant August 18
 In re The Copiapo Mining Co Id expte Thomas Mashiter appl of Thomas Mashiter from judge of Mr Justice North dated August 1, refusing rectification of register by restoring name of appellant August 19
 In re Sheppard's Corn Malting Co Id and Co's Acts (expte Lowenfeld) appl of Paul Krell from judge of Mr Justice Vaughan Williams dated August 4, declaring that surplus assets do not include uncalled capital August 21
 In re Macdonald Sons & Co Id and Co's Acts (expte Phillips and ors) appl of Chief Official Receiver and Liquidator from judge of Mr Justice Vaughan Williams, dated August 7, directing removal of applicants' names from list of contributors August 26
 Le Pla v Golding appl of plts from judge of Mr Justice Kekewich, dated August 3, directing payment by pliffs of costs of action and arbitration August 28
 Clifford v Wilmot appl of deft Mary R Wilmot from judge of Mr Justice Stirling, dated August 11, affirming Official Receiver's report and dismissing motion to proceed with counterclaim September 1
 In re Marquis of Ailesbury's Settled Estates (Settled Land Acts and V & P Act 1874) (construction of settlements) appl of the Marquis of Ailesbury from order of Mr Justice Stirling, dated August 1, giving purchaser liberty to rescind contract if consent not obtained September 15
 In re Francis Jordan dec Sergeanton v Stokes appl of dfts from judge of Mr Justice Kekewich, dated June 27, confirming report of Official Referee after trial of action September 22
 In re Henry Ribbands, dec Antill v Ribbands (partnership administration) appl of pliff from judge of Mr Justice Kekewich, dated July 26, 1893 October 10

FROM THE COUNTY PALATINE COURT OF LANCASTER. (Interlocutory List.)

In re Peak & Brownlow & ors Settlement Trusts In re Peak's deed poll In re Peak's will and codicil trusts Masefield v Brownlow appl of Wm Mort and wife from order of the Vice-Chancellor, dated August 8, dismissing appln's claim and refusing extension of time for affidavits till after issues directed by order of March 27 are tried August 30
 (Final List.)

In re E Robert dec Bradburn v Platt (construction of will) appl of defts Maria Mills and ors from judge of the Vice-Chancellor, dated June 15, 1893 July 27

FROM THE CHANCERY DIVISION. (Interlocutory List.)

Smith v Munro, and In re S E Lambert, a solr appl of S E Lambert from order of Mr. Justice Kekewich, dated June 23, directing applnt to pay costs of deft Munro July 24 (S O till after return of issue by order of Aug 8)

In re S S Seal a solr expte T S Crickett appl of T S Crickett from order of Mr Justice Chitty, dated July 27, dismissing summons for review of taxation Aug 11

In re Benj Pieroy, dec Whitwham v Pieroy appl of R C Pieroy (heir-at-law and party attending, &c.) from refusal by Mr Justice North dated July 31, of liberty to take proceedings relating to immovable property in Italy Aug 17

Lister v Lister (debenture holders' action) appl of Huddersfield Banking Co (mortgagors) from order of Mr Justice Vaughan Williams dated Aug 4, dismissing for want of jurisdiction appln for repayment of proceeds of fixtures Aug 22

Smith, Garrett & Co v Swinstead appl of deft from order of Mr Justice Kekewich dated Aug 10, restraining erection of wall on pliffs' premises Aug 25

In re Edmund Clench, dec Draper v Clench appl of pliff from order of Mr Justice Wright (sitting as vacation judge for Mr Justice North) dated Aug 16, directing payment into court of part only of a larger amount Sept 1

The Chelsea Electricity Supply Co, Id v The London Electric Supply Corporation, Id appl of deft Corporation from order of Mr. Justice Wright (sitting as vacation judge for Mr. Justice Stirling), dated Aug 23, restraining aplnts from laying down mains within statutory area except as agreed Sept 8

N.B.—The above List contains Chancery, Final, and Interlocutory appeals set down to Saturday, October 14, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1893.

Causes for Trial or Hearing.

(Set down to Saturday, October 14, inclusive.)

Before Mr. Justice CURRY.
 Causes for trial (with witnesses).
 Richmond Main Sewerage Board v Dickinson act
 Evans v Melville (now Lord Leven) act (pending Compromise)
 The Solicitors' Government Stock Investment Trust Id v Rushworth act (transfd from Q B Division)
 (Request for Costs ordered)
 Piechatzek v Morris act
 Williamson v Bingham act and in f j (S O till after the trial of Gregory v Fagg Q B Division)
 Whitten v Priestman act
 Carter's Medicine Co v Cox act
 Harwood v Chovil act
 Chilworth Gunpowder Co Id v Manchester Ship Canal Co act
 In re the Salvador Coffee Estates Co Id and Co's Acts expte Wethered, motion for rectification of register, with liberty to cross-examine and adduce further evidence by order
 In re Reece, dec, Cosway v Reece act set down by order
 In re Cullener, dec, Clarke v Stanley act
 Baring Bros & Co Id v New English Bank of River Plate Id act
 Morris v Holroyd act
 In re George M Merrikin's Estate, Robinson and ors v Newman and ors Claim of Grave's Settled Trustees Claim to be treated as trial of acts with cross exam on affidavit by order
 Marcussen v Upton act
 Simmons v Martin (?) act

Moore v Beal act
 Brass v Brass act
 Crosley v Temple act
 Salaman v Curtis act
 Eisler v Scottish House to House Electricity Co Id act
 Cunnack v Edwards act
 J Kaye & Sons Id v Chubb & Sons Id act
 Banks v Banks act
 Aitken v Paget (2) act
 Brewer v Blackmore act
 Minehead District Local Board v Luttrell act
 Arbib v Henry act
 Morris v Andrew act
 Moncur v Fox act
 Ackroyd v Barker motion set down in Witness List by order—liberty to cross-examine
 Bomert v Fraser act
 Causes for Trial (without witnesses).
 Henry Brooks & Co Id v Henry Spain ex dft adj sums for commission
 In re Contract between A Purcell and J H Deakin and an and V & P Act, 1874 (ex pte Greenwell) (right to production) adj sums
 In re S H Withers' Trusts Lancashire v Withers (construction—ex pte Beneficiaries) adj sums
 Gould v Gould m f j
 In re The Reliance Permanent Benefit Building Society (expte Official Liquidator) (Preference Shareholders) adj sums
 In re Wm Sapcote, dec Morrison v Sapcote (Order 55) (expte plifff) adj sumps

- Lady Cardigan v Curzon Howe (expte tenant for life) adj sumns for repaymt out of capital
Christy v Godwin m f j
In re Wilson, dec Telford v Potts in f j & dft's sumns to vary C C Certificate
In re Chas Chester's Trusts Chester v Chester 1892, C 4160 (questions in administration) adj sumns
In re Chas Chester's Will In re Elizabeth Jones's Settlement Chester v Chester 1892, C 4040 adj sumns by trustees as to liability of estate in respect of settlement funds
In re Pursell & Deakin's Contracts and Vendor and Purchaser's Act, 1874 (expte Alfred Pursell) adj sumns
In re Elizth Brooke, dec Brooke v Brooke (expte Infants by next friend for detrmn of questions in administration) adj sumns
In re F Barford, dec Sear v Edwards expte Extrix and Trustees adjd smns
In re Lydia Brodie's Estate Hood v Hall Admin expte Exors adj sumns
In re Gaskell's Settled Estates and Settled Land Acts, expte Tenant for life adjd sumns
In re H J Conington, dec Conington v Robinson Admin expte Exors and Trustee adjd sumns
In re Sir Samuel Bignold's Estate Bignold v Bignold Adm expte Exors and Trustees adj sumns
In re Sir Jas Mathieson's Estate Lady Mary J Mathieson v Mathieson Expte Tenant for life of Scotch Estates adj sumns
In re Robert Jones, dec Kelly v Williams Admin expte Trustee of will adj sumns
In re Adderley Howard's Will Trusts Howard v Wark Admin expte Settlement Trustees adj sumns
In re Contract for Sale between A Sparrow and J W Hall and V & P Act, 1874 ex pte purchaser objns to title adj sumns
In re The British Union Insurance Co and Co's Acts motion by David Oppenheimer to rectify register—placed in non-witness list by order
Grove v Rankin (Order 55) account ex pte plt adj sumns
In re W G Walmsley's Will Trusts Walmsley v Walmsley ready devise and S L Act expte trustees for sale adj sumns
In re Contract between Taylor's Trustees, vendors and Taylor Brothers & Co, Id purchasers and V & P Act, 1874 Ex pte purchasers adj sumns
In re Edward Barnett's Will Trusts Watson v Elliott (Order 55) ex pte Trustees adj sumns
In re W W Bagot's Settlement Kittoe v Bagot ex pte Settlement Trustees adj sumns
In re W W Bagot's Settlement Bagot v Kittoe adjd sumns by plaintiff Tenant for life to be let into possession
In re F C Bryant, dec Bryant v Hickley Expte Infant plt adj sumns for adm order
Gilling v Gilbert act
In re Eliza Wilkinson, dec Wilkinson v Bird Expte surviving Exor and Trustee of Will adj sumns
Stoddart v Savile 1864 s 109 Expte Trustees of Will adj sumns
In re Chas Doane, dec Doland v Symonds Expte plt (beneficiaries) adj sumns
In re M Lark, dec Prichard v Cutler act
- In re Thomas Syer, dec Starling v Blake, admin Expte Starling adj sumns
In re Mary Allen, dec Allen v Allen Expte Exors and Trustees adj sumns
In re Henry Fox, dec Woodruff v Billing Expte plt dispute as to costs adj sumns
In re W Silversides' Estate Emerson v Silversides (order 55) Expte legatee adj sumns
New Zealand Agricultural Co, Id v Cousens act (transferred from Q B Division)
In re Navone, dec Orizone v Navone act
Loder v Loder Expte Loder's Trustees adj sumns for directions
In re Jno Fort's Trust Salmon v Townend expte Trustee of Will for account adjd sumns
In re R H Howard's Will Trusts 10, 11, Vict c 96 12, 13, Vict c 74 Expte Admor adj sumns
In re Tetley and Booth's Contract and V & P Act, 1874 expte Wm Booth Title and release of covenant adj sumns
In re Hayes v Pilbrow and Hereditis at Hackney Expte London School Board adj sumns of Hayes & anr and School Board Nicholson v Bealey act & m f j
In re George R Grant v solr Expte W J B Chetwynd (Bill of Costs) adjd sumns
In re Lichtenstein's Settlement Lichtenstein v Finch adm under Order 55 adj sumns
In re Robert Wells, dec Lucy v Wells expte trustee and executors adj sumns
In re Sarah Long's Settlement Harrington v Harrington directions to recvr adj sumns
In re Sarah Long's Settlement In re Long's Settlement Ffennell v Harrington expte c q t under Settlement adj sumns
Hopkinson v Powis and 5 other actions apportionment of rent expte Ffennell and others adjd sumns
In re Alfred Watson, dec, Brex v Brex m f j
In re Alfred J Arthy, a solr ex pte Jane Henage and another adj sumns for taxation
In re W A Boulnois' Estate, Johnson v Boulnois ex pte Exor of Will for determination of questions adj sumns
In re R A Lloyd, dec, Lloyd v Chambers ex pte Legatees adj sumns
In re Trusts of Isaac Quincey's Mortgage ex pte Fountain's Exor and Extrix and c q t adj sumns
In re George Whiston's Settled Estate, Lovatt v Williams ex pte Whiston's Trustees and Exors adj sumns
In re Contract dated 1st Oct, 1892, between the Sykes Brewery Co and the Trent Brewery Co (Assigees of Hartley) and V and P Act, 1874 ex parte Trent Co adj sumns
In re Contract dated 10th May, 1893, between Annie Harris and Henry J Rawlings and V and P Act, 1874 ex pte Trustees of S J Harris, dec, as to requisitions adjd sumns
Schauer v Field objections to taxation adj sumns
In re Kidgrove Steel & Iron Co Id expte Norwich Union, &c, Co (mortgagees in possession — set off) adj sumns
In re Contract dated March 18, 1892, between the Mayor, &c of London and H T Tubbs and V & P Act, 1874, expte Mayor, &c, of London adj sumns
In re J L Garden, dec, Garden v The Princess Murat adj sumns
In re R P Carew, dec, Glanville v Robartes expte pltf for determination of questions in administration adj sumns
In re James Dyson's Estate, Dyson v Dyson expte pltf adj sumns
In re Benjn Brown's Estate, Eves v Harbord adj sumns by pltf for declaration under order 55
In re S Seal, dec, Seal v Taylor expte Testator's children (shares of Ready Income) adj sumns
In re R C Jenkins's Settlement Trusts dated Aug 7, 1837, and Settlement Trusts dated Aug 25 1843
Jenkins v Lumley (Settlmnt Trusts) expte Settlement Trustees adj sumns
In re Wm Clements, dec, Clements v Pearall expte Exors and Trustees for determination of questions in administration adj sumns
In re Thos Hunt, dec, Clements v Bonner expte Ready Legatees for determination of questions in administration adj sumns
In re Fletcher & Pye's Trust Deed In re Sarah Fletcher, dec, Patterson v Pye expte Pltf and others for authority to raise money adj sumns
In re the Corporation of Bishops Castle and Marcus Norton's contracts and V and P Act, 1874, adj sumns by Purchaser for declaration as to title
Att Gen v Park act
Att Gen v Christ's Hospital act
Humphries v Humphries m f j
Layborn v Grover Bright mtn set down in Non-Witness List, by order (2nd week in Michaelmas Sittings)
In re H. S. Holford, dec, Holford v Holford adm adj sumns
In re Rev. Wm Phillips, dec, Carter v Phillips ex pte Legatee adj sumns
In re Reliance Permanent Benefit Building Society ex parte Official Liquidator adj sumns for sanction to scheme of arrangement
In re J. I. Taylor, dec, Taylor v Wade (share of partnership profits) adj sumns by Exors
In re Hett, Naylor & Co Id and the Chartered Bank of India, Australia and China (set off) ex pte Official Liquidator adj sumns
Further Considerations.
In re Reed, dec, Burgess v Lawrence fur con (S O to serve Att Gen by order of July 18)
In re Powell, dec, Allen v Fowler fur con (S O till Michas for further advts as to Heir at Law by order of July 18)
In re Yates, dec, Yates v Lomas fur con
Sheldin v Andrews fur con
In re J. Thomas, dec, Watkins v Marsh fur con
Braby v Musgrave fur con
Hole v Chard Union adj sumns to be treated as fur con, with sumns to vary, by order
In re Donnison, the elder dec, Coates v Donnison fur con
Before Mr. Justice NORTH.
Causes for Trial (with witnesses).
Reddish v Green act Not before 19 Dec
Clothworkers' Co v Humphreys act J Tyler & Sons v Sharpe Bros & Co act and mota In re Sharpe trading as Sharpe Bros & Co and Patent Designs &c act
Neame v Downing m f j pt hd
In re Cavander, Gregory v Lane m f j
Pratt v Pratt m f j
In re Turney & Sons' Trade Mark No. 161,776 and opposition of Moses Bass & Co Id and Patents, Designs &c Acts motion ordered to be set down in Non-witness List
Davis v Davis special case
Cooke v Cooke act
Julian v Hawken m f j and adjd smns
Adjourned Summons.
Willoughby v Paulet pt hd

In re the Aberavron Mutual Ship Insce Socy, ld
In re Braithwaite Westly v Keane
In re Aspin Nairne v Knapping
In re Buchanan Hasluck v Buchanan
In re Cook Cook v Cook
In re Goode Goodwyn v Goode
In re McMurdo Penfield v McMurdo
In re Butterworth Strutt v Roberts
In re Jennings Burnley v Harland
In re Bowes Strathmore v Vane
In re Hudson Appleton v Hudson
In re Taylor Busk v Mearing
In re Lee Tofts v Lee
In re Jackson Oddie v Metcalfe
In re Richardson Tippets v Richardson
In re Tyssen Knight Bruce v Butterworth
In re Grove Grove v Chester
In re Bell Braithwaite v Fox (1893 B 1037)
In re Bell Braithwaite v Fox (1893 B 1038)
In re Gordon Gordon v Hodgeson
In re Howard Hincks v Hincks
In re Scovell Poultney v Neale
In re Quin Sefi v Quin
In re Smith Smith v Smith
In re Wood Wood v Mumford
Ponsford v Newport School Act
In re Wright Wright v Cordwell Levy v Liebmann
In re Cossens Quincey v Cossens
In re Mannington Mannington v Mannington
In re Fox Locking v Fox
In re Butler Butler v Butler
Dawson v Bungay
In re Eardley Hawthorne v Mayer
In re Harrison Harrison v Harrison
Smith v Pontypridd &c Co, ld
In re Walker's Settled Estates & S L Acts
In re Hill Hamilton v Hill
In re Macneill Mackinnon v Macneill
In re Evans Haselden v Evans
Heathfield v Greenway
In re Pickard Emaley v Mitchell
In re Bowes, Cradock v Witham
In re the Golden Leaf ld & Cos Acts to vary C Certe
In re the same (for payment out) Dowse v Wood
In re Vaughan Macintosh v Dodds
In re Clench, Draper v Clench
In re L Herminier, Mounsey v Heysham
In re Varley, Varley v Varley
In re Walker, Turley v Walker

Further Considerations.
Wellby v Scottish Met Gas Co fur con
In re Dracup Field v Dracup fur con
Ash v Elwell fur con
In re Denton Denton v Phillips fur con
In re Foster Foster v Foster 2nd F C adj from Cha

Before Mr. Justice STIRLING. Causes for Trial (with witnesses). McCarthy v Lennox act restored Holdsworth v Eylet act In re W Beckett, dec Pauling v Hart act Vallance v Frapé act Mandleberg & Co, ld v Morley act Robinson v Heygate act deft bankrupt Hassall v Nicholls act Sketchley v Berger act S Alsop & Sons, ld v Mayor, &c, of Burton on Trent act Weir v Dodds act Braddell v Cleveland Auction Mart Co, ld and sums Holland v Smith act In re Barclay Barclay v Andrew act (transferred from North, J)

In re Roberts Fellowes v Goodall act Wanhill v Hackney act London Bk of Mexico and South America ld v Gibbs act & m f j In re Osborne Boyd v Osborne act Aldin v Latimer Clark Muirhead & Co, ld act Metn House Invest and Agency Co, ld v Crane act Withers v Ashdown act Watkins v Starkey act Leggott v Thompson act Thompson v Leggott act (advanced by order) Danks v Montgomery act Osborne v Adams act Verney v Baker act Wynne v Corporation of West Ham act Lowe v Smallman act & m f j Scranton v Caustic, Soda, &c, Syndicate ld act Cowper v Stoneham act Marvin v Hewson act Stubbe v Langley act Finley v Robinson act North British Rubber Co ld v MacIntosh & Co ld act In re Hill Hill v Miles act English and American Machinery Co ld, v Union Boot, &c, Co ld act C de Murrieta v de Murrieta act Bevan v Briton Ferry Works Reconstruction Co ld act Richardson v Ridge act Guthrie v Preston act Fooks v Cook act Evans v Rathbone act Allen v Purkess & Co ld act Jolly v Bath, Bath v Jolly act Minter v Carr act Pledge v Carr act Garner v Blazer Firelighter Co ld act Mayor, &c, Birmingham v Foster act Re Barrett Webber v Loach act In re The Maharajah Mysore Gold Mining Co ld & Co's acts (adjd sums ord to go into wits list by ord) Barton v Sweetmeat Automatic Dely Co ld act Chatterton v Jackman act Slattery v Glover act Evans v Jewell act In re Sharpe Sharpe v Sharpe act Midland Ry Co v Cave act Wolf v Kent act Hutchinson v May act Wood v Paxton act Rait & Gardiner v Calder & Co act King v English and Scottish Mercantile Investments Trust ld act Bayley v Transvaal Mortgage Loan & Co ld act Saunders v Beesby act In re Geo Cox & Trustee Relief Act adj sums to be treated as wit act In re Tanner Haines v Tanner act Robinson v Smith act Cohen v Watkins act Points of Law. Jones v Hewett point of law set down by order, dated 19 June, 1893 Causes for Trial Without Witnesses and Adjourned Summons. In re Howell Green v Howell plit dead Main v Canning fur con adj from chambers and sums to vary, dated Dec 22, 1892, and sums dated July 21, 1892 In re Lloyd, Lloyd Greame v Attorney-General adj sums In re Barrow, Barrow v Barrow adj sums

In re Jackson, Tripp v Jackson adj sumns In re Kydd, Kydd v Kydd adj sumns D'Oyly v Fitzgerald act & 3rd party notice by defts Meyrick v London & S W Ry Co act In re Roberts, Roberts v Roberts adj sumns In re Oakley, Neave v Oakley adj sumns Williams v Williams m f j (short) Coxen v Rowland special case Parker v Brailsford adj sumns (pliffs) Parker v Brailsford adj sumns (defts) In re Hedley, Erle v Hedley adj sumns In re Fowler, Grey v Fowler adj sumns In re Smart Smart v Bulman adj sumns Liby to take evidence orally In re Abinger Abinger v Wilson adj sumns In re Walker Walker v Baldwin adj sumns In re Dee Land Co Skelsey & V. & P. Act, 1874 adj sumns In re Dering Dering v Ferrers adj sumns Liberator Building, &c, Socy v Brook adj sumns Taylor v Roe adj sumns In re Hovenden Dashwood v Taubman adj sumns In re Lee Lee v Lee adjd sumns In re the Eddystone Marine Insce Co, ld Two adjd sumns In re Barn, Ronald v McKatney adj sumns In re Baxter, Somerville v Baxter adj sumns In re Williams, Twiss v Alban adj sumns In re Alexander, Swanston v Alexander act & m f j Budd v Wilson adj sums In re Baker, Shaw v Owlett adj sumns Concha v Murrietta adj sums In re Dagg, Manfred v Sharpe adj sumns In re the Eddystone Marine Insce Co ld Quest of transference of Bonus Shares Lecher v North Quest on Item 1 in act rendered by deft Re Fuller, Fuller v Fuller sp c Waring v Waring (1893 W 1391) act & m f j Same v Same (1893 W 1392) act & m f j In re Breedon, dec, Bateman v Wade sp c Further Considerations. Hanbury v Tanqueray fur con In re Marquis of Donegall Dimond v Pennington fur con & sumns Leacroft v Pearson fur con In re Wells Wells v Wells fur con Parton v Ferme fur con Before Mr. Justice KEKESWICH. Causes for trial (with witnesses). Tyler v Bishop act restored Shorter v Todd Healy act Fry v St James's and Pall Mall Electric Light Co, ld act Norton v British Empire Mutual Life Assurance Co act Morgan v Morgan act Deacon v Burges act Ward v Harrison act In re Gasquoine Gasquoine v Gasquoine act and motu for judgment Not until application to fix a day Scott Jervis v Henley on Thames Highway Board act Andrews v Allen act Ingram v Brown act Saunders v Minard act Meade King v Dagnall act The Rummier Tavern Restaurant Co ld v Jones act Harbord v Foster & Co Collins v Foster & Co act Jones v Jones act Smith v Bridson act In re Harvey Harvey v Inglefield act Metropolitan Coal Consumers' Assn &c v Stokes & Co act and m f j Briggs v Eking act In re Neil Neil v Neil act Selby v Saunders act In re Constable Biden v Challen act Blackwell v Bent act Perfect v Patton act Thom v Taylor act Jones v Jones act and m f j Hughes v Wade act Clelland v Fraser act Smart v Tempest act Sequah ld v Bailey act Eyre v Winn-Mackenzie adjd sumns to be treated as trial of action Westbrook v Aldridge act Glynn v Steer act Kemp v Barrow act Morris v Shepherd act Thompson v Melin act Lamb v Licences Insco Corporn act Simpson v Licences Insurance Corp act (transferred from Mr Justice Chitty by order) Mayron Wilson v Wall act Ebbo Vale Steel, Iron and Coal Co ld, &c v Higson act Jones v Jones act Servian Bacon Curing Co ld, &c v Marshall act Meggett v Ridges act Smith v Hancock act Aldridge v Hay act Robson v Dabney act Hind v Montagu act Hepworth v Montagu act Gwynn v Holmes act Gt Western Ry Co v Cefn Cribbur Brick Co, ld act Millar v Allen act Wolff v Brown act Foulin v Baron de L'Isle and Dudley act Harper v Bevan act Heathfield v Skidmore & Co act Allsworth v Pope act The Enterprise Manufacturing Co v S Nyet Co act In re Willes dec Willes v Willes act Rouse v Bradford Banking Co ld (2) act Points of Law. In re Hawkins, Hawkins v Hallett question of law set down by order dated 11 July, 1893 Lever v Land Trustees Co ld Carteret v same Co question of law set down by order dated 3 Aug, 1893 Cause for trial (without witnesses). Montagu v Gye act & m f j short Adjourned Summons. In re Rivington Gordon & Co v Rivington part heard 25 Oct In re Neil Neil v Neil (J L A Hope) Oct 25 by order In re Neil Neil v Neil (O Neil) Oct 25 by order In re Ellis Parry v Ellis 1893 B 364 In re Same Same v Same 1893 E 539 In re S S Seal, one, &c In re Blundell Blundell v Moss-Blundell

In re Rance Morton v Willan
Harris v Sleap (plts)
Harris v Sleap (defts)
In re Macdonald Macdonald v
Annesley (J M Macdonald)
In re Macdonald Macdonald v
Annesley (E Macdonald)
In re W Smith Warwick v Smith
Cole v British Mutual Banking Co,
Id
In re Wood Piper v Carpenter
Boyd v Mathers
Re Bogg Bogg v Edmonds
In re Bogg Bogg v Edmonds

Further Considerations.
In re Brundrett Hall v Hall fur
con and sumns
Mosty v Thorn fur con
In re Lewis Richard v Lewis fur
con
Jones v Jones, Winter v Jones fur
con
Schedges v Williams fur con and
motn to vary O R report
In re Cave Mainland v Cave fur
con
In re Bawden, dec National Pro-
vincial Bank of England Id v
Cresswell Bawden v Cresswell
fur con S O pending sumns to
vary

Before Mr. Justice VAUGHAN
WILLIAMS.
(Sitting as an additional Judge of
Chancery Division.)
Companies.

Petitions.
Mexican Co of London Id and re-
duced
Bristol & Western Land and Invest-
ment Co Id and reduced

Companies (winding up)
Petitions

Heath Petroleum Co Id (petn of J
Gibb and ore)
Santa Rosalia del Carmen (Mexico)
Copper Co Id (petn of S R Lewin
and anr)

Palace Theatre Id (petn of R S
Parker)
African Landed Estates Co Id (petn
of T Black)
Elmore's Foreign & Colonial Patent
Copper Depositing Co Id (petn of
R J Meade)

Tarryall Creek Gold Co Id (petn of
J D A Norris)

Wrexham & District Supply Co Id
(petn of H L W W Wynn)

Walter Id (petn of A Cochetoux)
George Hearne & Co Id (petn of
Lloyd's Bank Id)

Tabular Frame Wagon Co Id (petn
of M R Jeffers)

English Lager Beer Brewery Id (petn
of Co)

Architectural Pottery Co Id (petn of
Messrs Flack & Morris)

Haynes, Foucher, & Co, Id (petition
of W Haynes)

H Mayer & Co, Id (petition of D G
Macrae)

Floral Wax Vesta Co, Id (petition
of Spicer Bros)

North Eastern Biltfontein Co, Id
(petition of London & South Afri-
can Exploration Co Id)

Horrocks Id (petition of Co)
Foul Clynnog Slate Quarry Co Id
(petition of T Jones)

National Insurance & Guarantee
Corporation Id (petition of W
Faber)

Same (petition of Lloyd's Bank Id)
Oreakovitz Syndicate Id (petition of
R Heane)

Effective Publishing Co Id (petition
of W J Richardson)

Assets & Debenture Securities Cor-
poration Id (petition of H C
Fellowes)

Montgomeryshire Brewery Co Id
(petition of J W Spackman and
anr)
General Credit Co Id (petition of J
W Bull)

Same (petition of L Lazarus)
London, Camberwell & Dulwich
Tramways Co (petition of W F
Fowle)

Institute of Mercantile Education
Id (petition of A Salter)

Pritchard, Offor & Co Id (petition
of J Bowden)

Ipswich Electricity Supply Co Id
(petition of M P Shorrock)

Empire Printing & Publishing Co
Id (petn of E W H Walker and
others)

Securities Insurance Co Id (petition
of A Sevema)

A Salomon & Co Id (petition of
Samuel Barrow & Bros Id)

Citizen Id (petition of Fred Hender-
son)

Gle Appantoo Gold Mining Co Id
(petition of F J Saunders)

Hooper, Dyer & Co Id (petition of
W Blake and others)

Scott & Jackson Id (petition of J
Buckley)

Ynyslas Bay Id (petition of London
& North Western Railway)

Amador Gold Mine Id (petition of
G Fife, with witnesses)

Dawson v Lyric Club Id (petition of
C A R Scott for payment out,
with witnesses)

Motion.
British Linen Co v South American
& Mexican Co Id and others

Action for Trial.
Ellis v Ranken, Ellis & Co Id

Court Summons.
Anglo Austrian Printing and Pub-
lishing Union Id (part heard)

Lyric Club Id

Same
Varieties Id

London and West of England Trust
and Investment Corp Id

Mid Kent Fruit Co Id

Lands Allotment Co Id

Same
In Chambers
Chamber Summons.

Ford & Co Id
Westminster Improvement Comms
Borough Commercial and Building
Soc

Clarendon Land Investment Co

Before Mr. Justice ROMER.
Causes for trial (with witnesses).
Kenny v McCarthy act m f j
(Under compromise)

Setterwall v Dorman, Brown & Co
act

Nasmyth v Murdoch act

Transferred by Order dated 29th
April, 1893.

Collins v Hall act S O until sums
disposed of by Kekewich, J, and
appl to Romer, J

In re Gordon Gordon v Stuart act

Defendant dead

Roach v Roach act

Learyd v Halifax Joint Stock
Banking Co act

Dinn v Lamb act

Jones v Great Western Colliery Co
Id act & mtn

Field v Laitwood act

Crosthwaite v Moorwood Sons & Co
act S O till specification amended
by order

Transferred by Order dated 20th
July, 1893

Homer v Barker act

Nobel's Explosives Co v Anderson
act (Not before 6 Nov)

Brunner Mond & Co Id v Winnings-
ton Salt Co Id act

In re Wratislaw Wratislaw v
Savage act

Adams v J Rotheroe & Co act

Automatic Weighing Machine Co
Id v Fearley act

In re Reynolds' Patent No 20,770
A D 1861 and Patents &c Act

Petition for revocation of Patent
(Pending Summons for dismissal)

Western and General Development
Syndicate v Mexican Explora-
tions Id act S O 14 days after
plts answer to interries

Mallmann v Buenos Ayres Water
& Co act

Norledge v Colton act

Stretton's Derby Brewery Co Id v
Mayor & Co of Derby act

Cousens v White act

Seddon v Bateman act

Battishill v Gozer act and m f j

Cotton v Cornish Bank Id act

Poulton v Smith act

Barne v Webster act

J Defries & Sons v B P Harris & Co
act

Einson v Wilkinson act (Under
compromise)

Vitoria v De Murrieta act, security
for £100 ordered

Winstone Hodgkins act

Linton, Clarke & Co v Westgarth
act

Wells v Wilkinson act

Beno Jaffe, & Co Fabrik v J
Richardson & Co act

Waters v Stirling act

Robinson v Churchill

Bray v White act

Otard Dupuy & Co v Otard de
Montebello Cognac Co Id

Tufnell v Baron Krakine m f j

Pryor v Petre act

Patten v Harvey act

In re Peak Mort v Masefield act

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR MICHAELMAS Sittings, 1893.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays,
Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonnell;
Tuesdays, Thursdays, and Saturdays, Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Wilberforce;
Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

MICHAELMAS Sittings, 1893.

A to F—All applications by summons or otherwise in actions assigned

to Master Johnson are to be made returnable before him in his own room,
No. 110, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G to N—All applications by summons or otherwise in actions assigned
to Master Butler are to be made returnable before him in his own room,
No. 112, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

O to Z—All applications by summons or otherwise in actions assigned
to Master Archibald are to be made returnable before him in his own room,
No. 109, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of Masters' Chambers, and the
summons will be inserted in the printed list for the day after the sum-
mons to be heard before the Master sitting in Chambers, and will be
called over by the attendant on the respective rooms for a first and second
time at 11.30, and will be dealt with by the Master in the same manner as
if they were returnable at Chambers.

By ORDER OF THE MASTERS.

STAMMERERS of all ages, and parents of stammering children should read a book
written by a gentleman who cured himself after suffering nearly forty years. Post-free for
thirteen stamps from Mr. B. BEASLEY, Brampton-park, Huntingdon, or "Sherwood,"
Willesden-lane, Bayswater, London.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting
a house have the Sanitary arrangements thoroughly examined by an expert from The
Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st.,
Westminster (Established 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DENT.—Oct. 12, at Hatfields, Loughton, Essex, the wife of Francis Dent, barrister, of a
son.

DISTURBAL.—Oct. 16, at Museum-chambers, Bloomsbury, the wife of W. J. Disturnal,
barrister-at-law, of a daughter.

LUPTON.—Oct. 16, at Springfield, Roundhay, Leeds, the wife of Charles Lupton, solicitor,
of a daughter.

WIDELL.—Oct. 16, at 12, Castle-street-road, West Kensington, the wife of Edward Highet
Widell, barrister-at-law, of a son.

MARRIAGE.

HOLMES—MANNERS-SMITH.—Oct. 11, at St. Mary's Church, Henley-on-Thames, Leonard Holmes, solicitor, of Brighton, to Mary Josephine Manners-Smith, second daughter of the late Surgeon-General Charles Manners-Smith, F.R.C.S., Indian Medical Service, and of Mrs. Manners-Smith, Henley-on-Thames.

DEATH.

SAUNDERS.—Oct. 12, at The Hill, Wolverley, near Kidderminster, William Augustus Saunders, solicitor, of 68, Coleman-street, E.C., aged 34.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. SALOMON & CO., LIMITED.—Petn for winding up, presented Oct 10, directed to be heard on Oct 25. S. M. & J. B. Benson, 1, Clement's inn, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

ASSETS AND DEBTORS SECURITIES CORPORATION, LIMITED.—Petn for winding up, presented Sept 15, directed to be heard on Oct 25. Bagot Harte & Co, 37, Walbrook, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

FRONT-WAY VERTUE, LTD.—Petn for winding up, presented Aug 25, directed to be heard on Oct 25. Ward & Co, 85, Gracechurch st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

FOOT CLOTHING SLATE QUARRY CO., LIMITED.—Petn for winding up, presented Aug 30, directed to be heard on Oct 25. Lloyd-George & Co, 8, New inn, agents for Lloyd-George & George, Cricklith, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

HOOPER, DIVER, & CO., LIMITED.—Petn for winding up, presented Oct 10, directed to be heard on Oct 25. Neal, 21, Lime st, solors for creditors. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

INSTITUTE OF MUSCANTILE EDUCATION, LIMITED.—Petn for winding up, presented Oct 4, directed to be heard on Oct 25. Blair & Girling, 1, Wool Exchange, Baconsall st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

THE LIGHT ASPHALTIC CEMENT SYNDICATE, LIMITED.—Creditors are required, on or before Nov 13, to send their names and addresses, and particulars of their debts or claims, to George Edward Morewood, 128, Leadenhall st.

THE LIVERPOOL AND GREAT WESTERN STEAMSHIP CO., LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to James Barnes, 11, Rumford st, Liverpool. Bateson, Warr, & Bateson, Liverpool, solors for liquidator.

THE NORTHFLEET WHITE LEAD CO., LIMITED.—Creditors are required, on or before Nov 20, to send their names and addresses, and particulars of their debts or claims, to Herman Lischer, 6, Clement's lane.

ORESKOVITA SYNDICATE, LIMITED.—Petn for winding up, presented Sept 5, directed to be heard before Vaughan Williams, J, on Wednesday, Oct 25. Fox & Joy, 90, Chancery lane, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

PETRONITE SYNDICATE, LIMITED.—Creditors are required, on or before Nov 13, to send their names and addresses, and particulars of their debts or claims, to Richard Barton and William Robert Locking, Cogan House, Bowralley lane, Kingston on Hull. Jackson & Son, Hull, solors for liquidators.

SCOTT & JACKSON, LIMITED.—Petn for winding up, presented Oct 10, directed to be heard on Oct 25. Speechly & Co, 1, New inn, Strand, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

SECURITIES INSURANCE CO., LIMITED.—Petn for winding up, presented Oct 9, directed to be heard on Oct 25. Crump & Son, 10, Philpot lane, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

WEST AUSTRALIAN EXPLORATION CO., LIMITED.—Creditors are required, on or before Nov 15, to send their names and addresses, and particulars of their debts or claims, to F. A. Abraham, 80, Coleman st. Abrahams & Co, 8, Old Jewry, solors for liquidator.

YNTSAS BAY, LIMITED.—Petn for winding up, presented Oct 11, directed to be heard on Oct 25. Le Braasur & Oakley, 13, New st, Lincoln's inn, agents for Corfield, Oswestry, solor for petners. Notice of appearing must reach Le Braasur & Oakley not later than 6 o'clock in the afternoon of Oct 24.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LAWSDOWNS COTTON SPINNING CO., LIMITED.—Petn for winding up, presented Oct 10, directed to be heard at the Assize Courts, Strangeways, Manchester, on Tuesday, Oct 24. Tweedale & Co, Church lane, Oldham, solors for ptur. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 23.

STANNARS OF CORNWALL.

UNLIMITED IN CHANCERY.

EAST BLUE HILLS MINING CO., LIMITED.—Petn for winding up, presented Oct 7, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Wednesday, Oct 25, at 10. Martock & Co, 7, Pydar st, Truro, solors agents for Paige & Grylls, Redruth, solors for the petnr. Notice of appearing must reach the solors for the petnr not later than 6 o'clock in the afternoon of Tuesday, Oct 24.

FRIENDLY SOCIETIES DISSOLVED.

LIBERAL AND RADICAL WORKING MEN'S CLUB, 95, Merton rd, Wimbledon. Oct 4

WEST KIRBY FRIENDLY SOCIETY, Grange, West Kirby, Chester. Sept 15

WORPLEDON BRANCH LODGE LOYAL AND INDEPENDENT MODERN ORDER OF FORESTERS, New Inn, Worpledon, Guildford. Oct 6

London Gazette.—TUESDAY, Oct. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

D'OLY'S JOINERY WORKS, LIMITED.—Creditors are required, on or before Nov 29, to send their names and addresses, and particulars of their debts or claims, to Benjamin Newstead, 2, Church passage, Guildhall. Tooces & Rodyk, Aldermanbury, solors for liquidator.

GE APPANTOO GOLD MINING CO., LIMITED.—Petn for winding up, presented Oct 10, directed to be heard on Wednesday, Oct 25. Walker & Rowe, 8, Bucklersbury; agents for Trevena & Holloway, Redruth, Cornwall, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 23.

THE KITTO CYCLE CO., LIMITED.—Creditors are required, on or before Nov 18, to send their names and addresses, with full particulars of their debts or claims, to Samuel Hugh Duff, 23, Westwell st, Plymouth. Bond, Pearce & Bleakle, Plymouth, solors for liquidator.

THE MIDLAND COAL, COKE, AND IRON CO., LIMITED.—Creditors are required, on or before Nov 25, to send their names and addresses, and particulars of their debts or claims, to George Alexander Touch and William Samuel Ferguson, Winchester House, Old Broad st, Ashurst, Morris, Crisp, & Co, Throgmorton avenue, solors for liquidators.

MIDLAND METAL CO., LIMITED.—Creditors are required, on or before Oct 26, to send their names and addresses, and particulars of their debts or claims, to Thomas Edward Silvester, Prudential bridge, Corporation st, Birmingham.

MONTGOMERYSHIRE BREWERY CO., LIMITED.—Petn for winding up, presented Sept 19, directed to be heard on Oct 25. Agate, Bow lane, Cheapside, agent for Burges, Bristol, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

STEAL LOOP CO., LIMITED.—Creditors are required, on or before Nov 23, to send their names and addresses, and particulars of their debts or claims, to Cardross Grant, 1, Leadenhall st. Addleshaw & Co, New st, Carey st, solors for liquidator.

WESTERN DAILY MERCURY CO., LIMITED.—Creditors are required, on or before Nov 20, to send their names and addresses, with full particulars of their debts or claims, to Henry Tucker, 6, Millbay rd, Plymouth. Bond & Co, 16, Princess sq, Plymouth, solors for liquidator.

WESTWOOD, BAILLIE, & CO., LIMITED.—Petn for winding up, presented Oct 16, directed to be heard on Wednesday, Oct 25. Munroe & Longden, 8, Old Jewry, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

UNLIMITED IN CHANCERY.

LONDON, CAMBERWELL, AND DULWICH TRAMWAYS CO.—Petn for winding up, presented Oct 3, directed to be heard on Oct 25. Robinson & Stannard, 19, Eastcheap, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct 24.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 17.

FLANAGAN, THOMAS, Galway Nov 17 Flanagan v Butler, Registrar, Liverpool Law-rede, Liverpool

WHITEHOUSE, JOSEPH, West Bromwich, Boat Builder Nov 18 Bradley v Butler, Kels-wich, J. Caddick, West Bromwich

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 6.

ALLCROFT, JOHN DEDD, Stokesay st, Shropshire, Esq Dec 1 Beachcroft & Co, Theobald's rd ARCHER, WILLIAM, Stow on the Wold, Glos, Timber Merchant Nov 7 Parker, Stow on the Wold

BARKER, SARAH, Evandale rd, Brixton Nov 15 Micklem & Hollingworth, Gresham st BARNETT, FRANCIS WILLIAM, Woburn pl Nov 30 Rawlinson, Bedford row BEATTY, JOHN, Brampton, Cumbld, Bank Manager Oct 28 Farish & Cartner, Brampton BENYON, THOMAS YATE, Banbury, Esq Nov 20 Tonkin & Son, Burlington st BICKERS, CHARLES, Fulham rd Nov 14 Fowkes & Son, College st BORLAND, JAMES, Hastings, Commercial Traveller (retired) Nov 21 Pattinson & Brewer, Great James st, Bedford row BUCKLEY, JOHN, Tyldesley with Shakerley, Lancs Nov 4 Hope, Atherton and Wigan CHEREHAN, WILLIAM, Nidd, Yorks, Land Agent Nov 6 Farrer & Co, Manchester COBBY, JOHN DENT, Kingston upon Hull, Foreman Nov 24 Rollit & Sons, Hull COOCHANE, WILLIAM, Manchester, Bank Manager Dec 31 Wood & Williamson, Man-chester COLMER, SELINA, Victoria Park rd Nov 4 Goodman, Bishopsgate st Without Dillon, ROB, Hay, Grove gardens, Estate Agent Oct 31 William T. Dillon, 4, Grove gardens, Regent's Park DITCHFIELD, JOHN, Patricroft, nr. Manchester, retired Schoolmaster Nov 7 Griffiths & Bowden, Manchester and Patricroft DIXON, CHARLES, Keswick rd, East Putney, Accountant Nov 10 Goldberg & Co, West st, Finsbury Circus ELSLEY, THOMAS, formerly Watchman, Reading Oct 21 Rogers, Reading FAITH, MARY ANN, West Hill, Putney Nov 11 Potter & Co, King st, Cheapside GRIFFITH, MARTHA DARBY, Bushey Ruff, Alkham, Kent Oct 28 E W & V Knocke, Dover HANSON, ELIZABETH, Hockley, Birmingham Nov 7 Pointon, Birmingham HARDING, JOSEPH, Seavington, nr Ilminster, Somerset, Farmer Nov 7 Poole, South Petheriton HEWITT, GEORGE, Martha st, Commercial rd, Licensed Victualler Nov 13 Clapham & Co, Devonshire sq, Bishopsgate HIBBERT, JOHN, Solicitor, Hyde and Manchester Dec 10 Hibbert & Westbrook, Hyde HOLDER, JOHN, Handsworth, Staffs, Gent Nov 15 Jaques & Sons, Birmingham HOOKWAY, WILLIAM HENRY, Exeter, retired Leather Merchant Oct 30 Friend & Beal, Exeter HULKES, ELIZABETH, Connah's Quay, Flint Nov 1 Hughes & Hughes, Flint LISSNER, SIGMUND, Posen, Germany, Merchant Nov 3 Rehder, Mincing lane LIVELY, JOSEPH, York rd, Lambeth, Licensed Victualler Oct 31 Habgood, Alexandra rd, Wimborne MARSDEN, JOSEPH, Almonbury, nr Huddersfield, formerly Farmer Nov 1 Ramden & Co, Huddersfield MAY, JOSEPH MELBOURNE, Deal, Kent Oct 16 Wilks, jun, Deal MEDHURST, EDMUND, Shore, Kent Nov 8 Fielding & Son, Dover TOLSTON, SARAH, Southport Nov 20 Forshaw & Hawkins, Liverpool PALMER, SOPHIA MARY, Cheltenham Dec 5 Moon & Co, Lincoln's inn fields PEARCE, JOHN, Revelstoke, Devon, Yeoman Nov 3 Woolcombe & Son, Plymouth RUMMENS, FRANCIS WILLIAM, Warrington cres, Maida Vale, Esq Nov 11 Hyde & Co, Eliz. place SPENCER, THOMAS, Wokingham, Berks, Pharmaceutical Chemist Oct 31 Blandy & Co, Reading STAINES, BENJAMIN, Oldberrick, Wors, Farmer Nov 20 Slatter & Co, Stratford upon Avon TANTON, GEORGE JOSEPH, Brighton, Gent Nov 4 Nye & Treacher, Brighton TOLSON, ELIZABETH, Boulogne sur Mer, France Nov 15 Sols & Co, Aldermanbury TURNER, GEORGE CHESTERMAN, Clevedon, Somerset, Ironmonger Nov 1 Baker & Langworthy, Bristol VICARS, JANE, Eakdale, Cumbld Nov 6 Butler, Broughton in Furness WATERS, GEORGE, Walmer, Kent Oct 16 Wilks, jun, Deal WEATHERHILL, THOMAS, York, Gent Dec 2 Nicholson, York WELLARD, ROBERT, Sholden, Kent Oct 16 Wilks, jun, Deal WHEELER, ARTHUR, Lagos, West Coast of Africa, Merchant Nov 10 Whitley & Co, Liverpool WILLIAMS, WILLIAM, Korwyn, Cornwall, Farmer Nov 8 Paige & Grylls, Redruth

Oct.

ARM, TR
Court
ASHFORD, C
Austin, J
11 Oct

BATES, H
Court
COLBECK,
Hamer
DALY, B
Ord O
DUNWOOD,
Propri
DIXON, C
Oct 1
DIXON, H
Court
DIXON, A
9 Oct
DIXON, B
Pet O
EVANS, J
FRATHERSON,
Brook
GROWCOTT,
Staffs
HAMMOND,
Tow
HARISON,
Brook
HEDLEY,
Newcas
HILL, T
Hill, T
Pet S
HODGESON,
Innk
HOOD, J
Oct 2
HOLME,
Man
JACQUES,
Man
LAVER,
Winc
LAWLEY,
Ken
LOPES,
ture
MARSHALL,
Peter
MOSS, C
Pet O
ORCHARD,
Brif
OSBORNE,
Osbor
PICKBURN,
POTTER,
Foster
FRAZER,
High
RAWSON,
case
RUSSELL,
9 Oct
ROWE,
Pet
SEYFORD,
Car
STRIDE,
Par
THOMPSON,
mid
Or
TRENBUR
TRENT
TREW
WHIT
WHIT
WILL
YOUNG
TR

ALLD
Fur
blac
ANDRE
OB
ASHFO
TE
BAILE
al
BANK
O
BENN
at
BETT
O
BOUL

Oct. 21, 1893.

THE SOLICITORS' JOURNAL.

[Vol. 37.] 83

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct 13.

RECEIVING ORDERS.

- AXTER, THOMAS ROBERT, Cable st, Shadwell, Grocer High Court Pet Sept 14 Ord Oct 9
 ASHFORD, GEORGE, Lyndhurst, Hants, Builder Southampton Pet Oct 9 Ord Oct 9
 AUSTIN, JOHN, Cwmtillery, Mon, Grocer Tredegar Pet Oct 11 Ord Oct 11
 BATE, HENRY, Hallsville rd, Cannings Town, Grocer High Court Pet Oct 10 Ord Oct 10
 COLLEMAN, THOMAS WILLIAM, Hailsham, Sussex, Watchmaker Lowes and Eastbourne Pet Oct 9 Ord Oct 9
 DALY, R. G., Cardiff, Ship Painter Cardiff Pet Sept 20 Ord Oct 10
 DENOUDIE, WILLIAM, Newton le Willows, Lancs, Hotel Proprietor Liverpool Pet Oct 11 Ord Oct 11
 DEIXON, CHARLES, Warwick, Mess Caterer Warwick Pet Oct 10 Ord Oct 10
 DEIXON, HARRY, Edmund's place, Fur Manufacturer High Court Pet Oct 10 Ord Oct 10
 DYKE, ALEXANDER, Salisbury, Saddler Salisbury Pet Oct 9 Ord Oct 9
 DYKE, BENJAMIN JOSEPH, Rotherham, Innkeeper Sheffield Pet Oct 10 Ord Oct 10
 EVANS, JOHN, Colwyn Bay, Denbighshire, Watchmaker Banger Pet Oct 9 Ord Oct 9
 FEATHERSTONE, CHARLES WALTER, Bristol, Cooper Bristol Pet Oct 11 Ord Oct 11
 GREENWOOD, Enoch GILBERT, Brades Village, Bowley, Staffs, Huller West Bromwich Pet Oct 10 Ord Oct 10
 HALL, CHARLES, Addlestone, Surrey, Nurseryman King's Lynn Pet Oct 11 Ord Oct 11
 HAMMOND, WILLIAM, Barrow in Furness, Coal Dealer Barrow-in-Furness Pet Oct 7 Ord Oct 9
 HARRISON, JOHN, West Bromwich, Greengrocer West Bromwich Pet Oct 7 Ord Oct 7
 HERLEY, JOSEPH, Newcastle on Tyne, late Innkeeper Newcastle on Tyne Pet Oct 10 Ord Oct 10
 HILL, THOMAS, Highbridge, Somerset, Butcher Bridgwater Pet Sept 18 Ord Oct 9
 HODGSON, WILLIAM, Lamplough, Flamborough, Yorks, Innkeeper Scarborough Pet Oct 11 Ord Oct 11
 HOOG, JOSEPH, Leeds, Draper Leeds Pet Oct 10 Ord Oct 10
 HOLMES, JAMES, Brookley, Spalding, Derbyshire, Engineer Derby Pet Oct 9 Ord Oct 9
 JACQUES, WILLIAM, Cleckheaton, Yorks, Engine Packing Manufacturer Bradford Pet Oct 9 Ord Oct 9
 LAYER, ROBERT, Western rd, Southall Green, Baker Windsor Pet Oct 10 Ord Oct 10
 LESLIE, ARTHUR EVERETT, Courtfield gardens, South Kensington High Court Pet Sept 5 Ord Oct 11
 LOFTHOUSE, CHARLES, Sheffield, Mineral Water Manufacturer Sheffield Pet Oct 9 Ord Oct 9
 MARRIOTT, ISAAC, Ramsey, Hunts, Potato Merchant Peterborough Pet Oct 9 Ord Oct 9
 MOSS, CHARLES MORRIS, Liverpool, Estate Agent Liverpool Pet Oct 9 Ord Oct 9
 ORCHARD, FRANCIS ALFRED JOHN, Southville, Bedminster, Bristol, Draper Bristol Pet Oct 10 Ord Oct 10
 OSBORNE, JOSEPH MUNN, Charing, Kent, Grocer Canterbury Pet Oct 10 Ord Oct 10
 PICKARD, HERBERT, Barton upon Humber, Builder Gt Grimsby Pet Oct 10 Ord Oct 10
 POTTER, JAMES, Cardiff, Grocer Cardiff Pet Oct 10 Ord Oct 10
 PRESTAGE, ERNEST HADLEY, Hackney rd, Family Miller High Court Pet Oct 11 Ord Oct 11
 RAWSON, THOMAS, East Boldon, co Durham, Engineer Newcastle on Tyne Pet Oct 9 Ord Oct 9
 REESLEY, DAVID WALTER, Cardiff, Grocer Cardiff Pet Oct 9 Ord Oct 9
 ROYCE, MATTHIAS, Leicester, Cigar Manufacturer Leicester Pet Sept 21 Ord Oct 10
 SEYMOUR, ALFRED EDWARD, Cardiff, Licensed Victualler Cardiff Pet Oct 6 Ord Oct 6
 STRIDE, WILLIAM PHILIP TALMYN, Otterbourne, Hants, Farmer Winchester Pet Oct 10 Ord Oct 10
 THOMPSON, JOSEPH, and CHARLES WILLIAM JOHNSON, Birmingham, Oyster Dealers Birmingham Pet Oct 11 Ord Oct 11
 TENNAR, ALFRED, Mansfield, Notts, Plumber Nottingham Pet Oct 10 Ord Oct 10
 TREVWY, JOHN ALFRED, Devonport, Ironmonger Plymouth and East Stonehouse Pet Oct 9 Ord Oct 9
 WENDE, MARTIN, High Holborn, Tailor High Court Pet Oct 10 Ord Oct 10
 WHEATON, HENRY WILLIAM, Cambridge, Wine Merchant Cambridge Pet Oct 9 Ord Oct 9
 WHITMORE, BENJAMIN, Braintree, Essex, Saddler Chelmsford Pet Oct 10 Ord Oct 10
 WILLIS, WILLIAM LEONARD, Windsor, Waiter Windsor Pet Oct 11 Ord Oct 11
 YOUNG, COPPER, Heavittree, nr Exeter, Commercial Traveller Exeter Pet Sept 25 Ord Oct 9
- FIRST MEETINGS.**
- ALDEN, CHARLES, Drummond rd, Bermondsey, Light Furniture Manufacturer Oct 20 at 12 Bankruptcy bldgs, Carey st
 ANDREWS, WILLIAM, Nottingham, Electrician Oct 20 at 12 Off Rec. St Peter's Church walk, Nottingham
 ASHFORD, GEORGE, Lyndhurst, Hants, Builder Oct 24 at 12 Off Rec. 4, East st, Southampton
 BAILEY, JOSEPH GEORGE, Tisbury, Wilts, Butcher Oct 20 at 12 30 Off Rec. 10, Highgate, Kendal
 BANKS, EDWARD, Chapel le Dale, Ingleton, Yorks, Farmer Oct 21 at 11, 120, Highgate, Kendal
 BENNETT, HEDDER WHITE, West Bromwich, Painter Oct 27 at 11 County Court, West Bromwich
 BETT, WILLIAM, Alvingham, Lancs, Miller Oct 24 at 11 Off Rec. 15, Osborne st, Great Grimsby
 BOULGER, DEMETRIUS CHARLES, Edwards eq, Kensington, Author Oct 20 at 2.30 Bankruptcy bldgs, Carey st
- AUDICTIONS.**
- ASHFORD, GEORGE, Lyndhurst, Hants, Builder Southampton Pet Oct 9 Ord Oct 9
 BOND, WILLIAM, Grantham, Draper Nottingham Pet Oct 14 Ord Oct 14
 BURTON, WILLIAM, West Hartlepool, Painter Sunderland Pet Oct 14 Ord Oct 14
 CHEETHAM, JOHN, Shattock's or Castleton, Lancs, Publican Oldham Pet Oct 14 Ord Oct 14
 COOKE, CHARLES, and WILLIAM COOKE, South Wigston, Leics, Farmers Leicester Pet Oct 14 Ord Oct 14
 DAVET, GEORGE RICHARD, Leicester, Grocer Leicester Pet Oct 14 Ord Oct 14
- Eagle Wharf rd, New North rd, Founders High Court Pet July 31 Ord Oct 9
 AUSTIN, JOHN, Cwmtillery, Mon, Grocer Tredegar Pet Oct 11 Ord Oct 11
 BIRCH, JOSEPH EDWARD, and ALFRED AERTON, Higher Openshaw, Lancs, Builders Manchester Pet Sept 23 Ord Oct 11
 CANNON, HARRIETT SOPHIA, Crayford, Kent, Spinster Rochester Pet Sept 11 Ord Oct 11
 CARVER, JOHN, Birmingham, Saddler Birmingham Pet Oct 5 Ord Oct 11
 CONNOR, THOMAS, Redbourn, Herts, Farmer St Albans Pet Aug 25 Ord Oct 7
 DINWOODIE, WILLIAM, Newton le Willows, Lancs, Hotel Proprietor Liverpool Pet Oct 11 Ord Oct 11
 DIXON, CHARLES, Warwick, Mess Caterer Warwick Pet Oct 16 Ord Oct 16
 DUKE, HERBERT JOSEPH, Heigham, Norwich, Accountant Norwich Pet Oct 3 Ord Oct 11
 DYKES, ERICRAN JOSEPH, Rotherham, Innkeeper Sheffield Pet Oct 10 Ord Oct 10
 FOWLER, ERNEST, Great Clacton, Essex, Jobmaster High Court Pet Oct 7 Ord Oct 7
 GROWCOOT, ENOC GILBERT, Brades Village, Rowley, Staffs, Haulier West Bromwich Pet Oct 9 Ord Oct 10
 HALLAN, CHARLES WILLIAM, Atherton, Warwickshire, Grocer Birmingham Pet Sept 20 Ord Oct 5
 HAMMOND, WILLIAM, Barrow in Furness, Coal Dealer Barrow-in-Furness Pet Oct 7 Ord Oct 9
 HARDING, JAMES, St Albans, Dairyman St Albans Pet Sept 30 Ord Oct 11
 HARRISON, JOHN, West Bromwich, Greengrocer West Bromwich Pet Oct 7 Ord Oct 7
 HERDLEY, JOSEPH, Newcastle on Tyne, late Innkeeper Newcastle on Tyne Pet Oct 10 Ord Oct 10
 HODGSON, WILLIAM LAMPLAUGH, Flamborough, Yorks, Innkeeper Scarborough Pet Oct 1 Ord Oct 11
 HOGG, JOSEPH, Leeds, Draper Leeds Pet Oct 10 Ord Oct 10
 HOLIDAY, DAVID, Gt Broughton, Cumbri, Innkeeper Cockermouth and Workington Pet Sept 23 Ord Oct 10
 HOLMES, JAMES, Brockley, Spaldon, Derbyshire, Engineer Derby Pet Oct 9 Ord Oct 9
 JACQUES, WILLIAM, Cleckheaton, Yorks, Engine Packing Manufacturer Bradford Pet Oct 9 Ord Oct 9
 JARMAN, JOHN, Hove, Sussex, Weevilwright Brighton Pet Aug 17 Ord Oct 9
 JENKINS, CHARLES SHINEWIN, Fleet st, Advertising Agent High Court Pet Oct 3 Ord Oct 7
 KENT, JOSEPH, Chishill, Essex, Dealer Cambridge Pet Sept 21 Ord Oct 11
 LAZARD, FREDERICK, Gracechurch st, Managing Director to a Public Company High Court Pet Aug 5 Ord Oct 9
 LAYHER, ROBERT, Western rd, Southall Green, Baker Windsor Pet Oct 10 Ord Oct 10
 LAW, WILLIAM WYKES, Chingford, Essex, Grocer Edmonton Pet Aug 31 Ord Oct 7
 MARRIOTT, ISAAC, Ramsey, Hunts, Potato Merchant Peterborough Pet Oct 7 Ord Oct 9
 MARSH, CHARLES JOHN, Barry Dock, Glam, Tobaccoconist Cardiff Pet Sept 15 Ord Oct 7
 MOSS, CHARLES MORRIS, Liverpool, Estate Agent Liverpool Pet Oct 9 Ord Oct 9
 NEAL, THOMAS WILLIAM, Wandsworth, Surrey, Builder Wandsworth Pet Sept 1 Ord Oct 9
 OSBORNE, JOSEPH MUNN, Charing, Kent, Grocer Canterbury Pet Oct 9 Ord Oct 10
 PENLEY, CLAUDE ASHLEY ARNOS, Baron's Court rd, West Kensington, Solicitor High Court Pet Aug 8 Ord Oct 5
 PICKARD, HERBERT, Barton upon Humber, Builder Gt Grimsby Pet Oct 9 Ord Oct 10
 RENNICK, HARRY DOUGLAS, Streatham, Surrey, Bank Clerk Wandsworth Pet Oct 4 Ord Oct 9
 ROBERTS, CHARLES HONEYWOOD, Cardiff, Cycle Agent Cardiff Pet Aug 18 Ord Oct 6
 ROGERS, ARTHUR WILLIAM, Kingston on Thames, Tutor Kingston, Surrey Pet Oct 2 Ord Oct 10
 SEYMOUR, ALFRED EDWARD, Cardiff, Licensed Victualler Cardiff Pet Oct 6 Ord Oct 6
 SHIRMIN, ERNEST, Walworth rd, Provision Merchant High Court Pet Sept 13 Ord Oct 7
 THOMPSON, JOSEPH, and CHARLES WILLIAM JOHNSON, Birmingham, Oyster Dealers Birmingham Pet Oct 11 Ord Oct 11
 TREVOR, JAMES HEBER, Shrewsbury, Music Seller Shrewsbury Pet Sept 27 Ord Oct 7
 TREWYN, JOHN ALFRED, Devonport, Ironmonger Plymouth and East Stonehouse Pet Oct 9 Ord Oct 9
 TROTT, ALFRED, York st, Westminster, General Military Draper High Court Pet July 26 Ord Oct 7
 WALLS, ARTHUR THOMAS, and ELIAS HENRY WALLS, Waldemar Avenue, Fulham, Builders High Court Pet Oct 7 Ord Oct 7
 WALLS, HENRY, Balcombe st, Dorset sq, Builder High Court Pet Oct 7 Ord Oct 7
 WHEATON, HENRY WILLIAM, Cambridge, Wine Merchant Cambridge Pet Oct 7 Ord Oct 9
 WHITMORE, BENJAMIN, Braintree, Essex, Saddler Chelmsford Pet Oct 9 Ord Oct 10
 WILLISON, WILLIAM LEONARD, Windsor, Waiter Windsor Pet Oct 10 Ord Oct 11

London Gazette—TUESDAY, Oct. 17.

RECEIVING ORDERS.

- BASHAM, THOMAS, Wells next the Sea, Norfolk, late Farmer Norwich Pet Oct 13 Ord Oct 13
 BOND, WILLIAM, Grantham, Draper Nottingham Pet Oct 14 Ord Oct 14
 BURTON, WILLIAM, West Hartlepool, Painter Sunderland Pet Oct 14 Ord Oct 14
 CHEETHAM, JOHN, Shattock's or Castleton, Lancs, Publican Oldham Pet Oct 14 Ord Oct 14
 COOKE, CHARLES, and WILLIAM COOKE, South Wigston, Leics, Farmers Leicester Pet Oct 14 Ord Oct 14
 DAVET, GEORGE RICHARD, Leicester, Grocer Leicester Pet Oct 14 Ord Oct 14

- DAYKIN, SAMUEL HENRY, Nottingham, formerly Cattle Dealer Nottingham Pet Oct 12 Ord Oct 12
 DODGE, EDWARD JOHN, Bermonsey New rd, Confectioner High Court Pet Sept 26 Ord Oct 12
 EDDERTON, J., Ramsey rd, Forest Gate, Builder High Court Pet Sept 7 Ord Oct 13
 EVANS, JOHN REES, Brynhyfryd, Swansea, Builder Swansea Pet Oct 11 Ord Oct 11
 EVANS, WILLIAM, Cardiff, Grocer Cardiff Pet Oct 12 Ord Oct 12
 GIBSON, CHARLES PERCY, Upper Bognor, Sussex, Brewer Brighton Pet Oct 14 Ord Oct 14
 GIBBINS, G., Queen Victoria st, Contractor High Court Pet July 10 Ord Oct 13
 GREENGRAVE, WILLIAM, Hundon, Suffolk, Farmer Cambridge Pet Oct 12 Ord Oct 12
 GRIFFITHS, WILLIAM JOHN, Nantymoel, Glam, Butcher Cardiff Pet Oct 12 Ord Oct 12
 HALSALL, PETER, Southport, Fish Dealer Liverpool Pet Oct 12 Ord Oct 12
 HART, HENRY, Town Hall chmbs, Stowmarket, Public House Broker High Court Pet Sept 30 Ord Oct 13
 HENDRY, GEORGE, Oak lane, Limehouse, Coppermith High Court Pet Sept 23 Ord Oct 13
 HILL, CHARLES ROBERT, Barking rd, Plaistow, Baker High Court Pet Oct 12 Ord Oct 12
 HILL, ROBERT, and ALBERT EDWIN HILL, Belton, nr Crowle, Lincs, Steam Threshing Machine Owners Sheffield Pet Oct 12 Ord Oct 12
 HOOG, WILLIAM, North Lopham, Norfolk, Farmer Ipswich Pet Oct 12 Ord Oct 12
 HOLLINGWORTH, ERVINE, Glosop, Derbyshire, Stationer Ashton under Lyne and Stalybridge Pet Sept 19 Oct 13
 JOHN, GWILYMM, Hopkin's Town, nr Pontypridd, Glam, Grocer Pontypridd Pet Sept 26 Ord Oct 9
 JONES, WILLIAM ROBERTS, Chester, Draper Chester Pet Oct 14 Ord Oct 14
 JORDAN, RICHARD JACOB, Ryelands rd, Shepherd's Bush, of no occupation High Court Pet Oct 12 Ord Oct 12
 KENNINGTON, otherwise KEDINGTON, HENRY, Elmsett, Suffolk, Farmer Ipswich Pet Oct 12 Ord Oct 12
 KINSON, WILLIAM, Stourport, Wores, Carpet Weaver Kidderminster Pet Oct 9 Ord Oct 9
 KNIGHT, WILLIAM HENRY, East Hartlepool, Painter Sunderland Pet Oct 12 Ord Oct 12
 LANG, EDWARD, Pall mall, Gunmaker High Court Pet Oct 14 Ord Oct 14
 LEWIS, GEORGE, Pembroke Dock, Carpenter Pembroke Dock Pet Oct 4 Ord Oct 13
 MELVILLE, GEORGE CLOUGH, Manchester, Auctioneer Manchester Pet Oct 2 Ord Oct 13
 MILLES, JOHN, WILLIAM, Swaines, Manager to Coach-building firm Swaines Pet Oct 13 Ord Oct 13
 MILNES, CHARLES, Derby, late Baker Derby Pet Oct 13 Ord Oct 13
 NELIGAN, JOHN W., late of Wimbledon, Surrey Kingston, Surrey Pet Sept 21 Ord Oct 12
 PRICE, THOMAS DAVIS, Foss st, Woollen Merchant High Court Pet Oct 13 Ord Oct 13
 PURVIS, JOHN, Scarborough, Fancy Goods Dealer Scarborough Pet Oct 13 Ord Oct 13
 REID, GEORGE FREDERICK SMITH, Leeds, Innkeeper Leeds Pet Oct 13 Ord Oct 13
 SALLE, HENRY, Felixstowe, Suffolk, Refreshment Room Keeper Ipswich Pet Oct 13 Ord Oct 13
 SCHERER, S. SILK st, Milton st, Merchant High Court Pet Sept 5 Ord Oct 12
 SMITH, ALFRED TOULMIN, Essex st, Strand, Solicitor High Court Pet July 31 Ord Oct 12
 SMITH, ANOS, Newchurch in Pendle, nr Burnley, Farther Burnley Pet Oct 13 Ord Oct 13
 SMITH, EDWARD T., Mexborough, Yorks, Earthenware Manufacturer Sheffield Pet Sept 23 Ord Oct 12
 SMITH, GEORGE, Kidderminster, Milliner Kidderminster Pet Oct 9 Ord Oct 9
 SOUTHWELL, EDWARD, Bath, Newspaper Proprietor Bath Pet Sept 20 Ord Oct 14
 SUGDEN, CHARLES, Newgate st, Fabric Furnisher High Court Pet Oct 12 Ord Oct 12
 SWANN, WILLIAM ALFRED, St John's rd, Ipswich, Portmanufactory Maker Ipswich Pet Oct 11 Ord Oct 11
 TAYLOR, JOHN, Bury, Baker Bolton Pet Sept 30 Ord Oct 12
 THOMAS, ALFRED, Weston super Mare, Painter Bridgewater Pet Oct 12 Ord Oct 12
 WALKER, WILLIAM KEMPSON, Beechdale ter, Clapton, Managing Mont Saleman High Court Pet Oct 14 Ord Oct 14
 WESLEY, PHILIP JOHN, late of Ashford, Kent, Brewer Canterbury Pet Sept 27 Ord Oct 13
 WHITTAKER, JOSEPH, Oldham, Estate Agent Oldham Pet Sept 29 Ord Oct 13
 WILLIAMS, CHARLES ARTHUR, Barry Dock, Glam, Optician Cardiff Pet Oct 13 Ord Oct 13
 WILLIAMS, WILLIAM, Swaines, Journeyman Carpenter Swaines Pet Oct 11 Ord Oct 11
 WINWOOD, THOMAS, Pershore, W.ros, Market Gardener Worcester Pet Oct 12 Ord Oct 12
- FIRST MEETINGS.
- ARTER, THOMAS ROBERT, Cable st, Shadwell, Grocer Oct 22 at 12 Bankruptcy bldgs, Carey st
 BAILEY, THOMAS ROBERT, Exewell, Essex, Farmer Oct 21 at 3 Off Rec 95, Temple chmbs, Temple avenue
 BATES, HENRY, Hallsville rd, Canning Town, Grocer Oct 26 at 11 Bankruptcy bldgs, Carey st
 BOOTH, WILLIAM, Ilkeston, Derbyshire, late Fruiterer Oct 24 at 2.30 Off Rec 96, St James' chmbs, Derby
 BURKELEY, JAMES, Oldham, Property Repairer Oct 24 at 11 Off Rec, Bank chmbs, Queen st, Oldham
 CAREY, CHARLES HENRY, Church rd, Little Ilford, Bricklayer Oct 26 at 1 Bankruptcy bldgs, Carey st
 CARTER, JOHN, Birmingham, Saddler Oct 26 at 12, 23, Colmore row, Birmingham
 CRAWSHAY, FRANCIS RICHARD, Cardiff, Colliery Proprietor Oct 27 at 8 Off Rec 26, Queen st, Carey st
 CROPPER, JOHN, Nottingham, Engineer Oct 24 at 11 Off Rec, St Peter's Church walk, Nottingham
- DIXON, CHARLES, Warwick, Mess Caterer Oct 24 at 12 Off Rec 17, Hertford st, Coventry
 ECKLEY, DAVID, Ferndale, Glam, Blacksmith Oct 24 at 12 Off Rec, 65, High st, Merthyr Tydfil
 EVANS, JOHN, Colwyn Bay, Denbighshire, Watchmaker Oct 26 at 2.30 Crypt chmbs, Chester
 EVERETT, LEWIS, Sowerby Bridge, Yorks, late Grocer Oct 26 at 2.30 Crypt chmbs, Chester
 FEIVEN, GEORGE, Pontypridd, Glam, Boot Dealer Oct 26 at 11 Off Rec 29, Queen st, Cardiff
 FOUNTAIN, WILLIAM, Middlesbrough, Walker Nov 1 at 3 Off Rec, 8, Albert rd, Middlesbrough
 FOWNES, ERNEST, Great Clacton, Essex, Jobmaster Oct 25 at 12 Bankruptcy bldgs, Carey st
 GREENGRAVE, WILLIAM, Hundon, Suffolk, Farmer Nov 1 at 8 Townhall, Haverhill
 GRIFFITHS, DAVID, Pontypridd, Glam, Builder Oct 26 at 11 Off Rec, 65, High st, Merthyr Tydfil
 HALLAM, CHARLES, WILLIAM, Atherton, Warwicksire, Grocer Oct 26 at 11, 23 Colmore row, Birmingham
 HAMMOND, WILLIAM, Bart'rs in Furness, Corn Dealer Oct 27 at 11.30, 16, Cornwallis st, Barrow in Furness
 HANAFORD, HARRY, Birmingham, Printer Oct 25 at 11, 23 Colmore row, Birmingham
 HILL, CHARLES ROBERT, Barking rd, Plaistow, Baker Oct 24 at 2.30 Bankruptcy bldgs, Carey st
 HILL, THOMAS, Highbridge, Somerset, Butcher Oct 26 at 11 Bristol Arms Hotel, Bridgwater
 HILL, WILLIAM, Worcester, Baker Oct 26 at 10.30 Off Rec, 45, Copenham st, Worcester
 HOOG, WILLIAM, North Lopham, Norfolk, Farmer Oct 24 at 19, 36, Princes st, Ipswich
 HOLMES, JAMES, Brockley, Spondon, Derbyshire, Engineer Oct 24 at 12 Off Rec, St James' chmbs, Derby
 HUSTWATTE, CHARLES, Hunslet, Leeds, Commission Agent Oct 24 at 11 Off Rec 22, Park row, Leeds
 JACOBS, WILLIAM, Cleckheaton, Yorks, Engine Packing Manufacturer Oct 24 at 11 Off Rec, 31, Manor row, Bradford
 KENNINGTON, HENRY, otherwise KEDINGTON, Elmsett, Suffolk, Farmer Oct 24 at 12.30, 36, Princes st, Ipswich
 KNIGHT, WILLIAM HENRY, East Hartlepool, Painter Oct 25 at 4 Off Rec, 25, John st, Sunderland
 LAVER, STEPHEN JOHN, Etchingham, Sussex, Under Manager to Etchingham Dairy Co Oct 25 at 1 24, Railway app, London Bridge
 LESLIE, ARTHUR EVERETT, Courtfield gdns, South Kensington Oct 26 at 2.30 Bankruptcy bldgs, Carey st
 NORTHAM, ALBERT, Cardiff, Baker Oct 27 at 11.30 Off Rec, 29, Queen st, Cardiff
 OSBORNE, JOSEPH MUNN, Charing, Kent, Grocer Oct 25 at 12 Off Rec, 73, Castle st, Canterbury
 PEARCE, FRANK, JOHN ADAMTHWAITE, and JOHN WILLIAM FORSTER, Sunderland, Grocers Oct 25 at 2.30 Off Rec, 25, John st, Sunderland
 PRESTAGE, ERNEST HADLEY, Hackney rd, Family Miller Oct 25 at 11 Bankruptcy bldgs, Carey st
 RENWICK, HARRY DOUGLAS, Streatham, Surrey, Bank Clerk Oct 25 at 11.30, 24, Railway approach, London Bridge
 ROGERS, ARTHUR WILLIAM, Kingston on Thames, Tutor Oct 24 at 11.30, 24, Railway approach, London Bridge
 ROYCE, MATTHIAS, Leicester, Cigar Manufacturer Oct 24 at 12.30 Off Rec, 1, Berriedge st, Leicester
 SADD, HENRY EDWARD, Tolleshurst, D'Arcy, Essex, Baker Oct 25 at 18 A J Prior, Ed Lane, Colchester
 SALE, HENRY, Felixstowe, Suffolk, Refreshment Room Keeper Oct 27 at 12, 36, Princes st, Ipswich
 SMITH, FREDERICK, Newtown, Wednesday and Walsall, Grocer Oct 25 at 11 Off Rec's Office, Walsall
 SMITH, JOSEPH, Littlebourne Mill, nr Canterbury, Miller Oct 25 at 11 Off Rec, 73, Castle st, Canterbury
 STARK, ANTHONY, Darlington, Painter Oct 25 at 3 Off Rec, 8, Albert rd, Middlesbrough
 STRIDE, WILLIAM PHILIP TALYNN, Otterbourne, Hants, Farmer Oct 27 at 12 Off Rec, 4, East st, Southampton
 SUDDEN, CHARLES, Newcastle upon Tyne, Fabric Furnisher Oct 25 at 12 Bankruptcy bldgs, Carey st
 SWANN, WILLIAM ALFRED, Ipswich, Portmanufactory Maker Oct 27 at 12.30, 36, Princes st, Ipswich
 TAYLOR, JOHN, Bury, Baker Oct 25 at 3, 16, Wood st, Bolton
 THOMAS, ALFRED, Weston super Mare, Painter Oct 26 at 11.30 Bristol Arms Hotel, Bridgwater
 TRENAN, ALFRED, Mansfield, Notts, Plumber Oct 24 at 12 Off Rec, St Peter's Church walk, Nottingham
 WALLIS, ARTHUR THOMAS, and ELIAS HENRY WALLIS, Waldemar avenue, Fulham, Builders Oct 25 at 2.30 Bankruptcy bldgs, Carey st
 WESLEY, PHILIP JOHN, late of Ashford, Brewer Oct 25 at 3 Saracen's Head Hotel, Ashford
 WHITTINGTON, WILLIAM, Swineshead, Lincs, Miller Oct 26 at 12 Off Rec, 45, High st, Boston
 WILD, ALFRED, Middlesbrough, late Fruiterer Oct 25 at 3 Off Rec, 8, Albert rd, Middlesbrough
- ADJUDICATIONS.
- ARTER, THOMAS ROBERT, Cable st, Shadwell, Grocer High Court Pet Sept 14 Ord Oct 11
 BACHNER, MORRIS, Brewer st, Regent st, Jeweller High Court Pet Sept 8 Ord Oct 11
 BIRD, WILLIAM CULVERWELL, Leicester, Dyer Leicester Pet Sept 16 Ord Oct 9
 BURDON, WILLIAM, West Hartlepool, Painter Sunderland Pet Oct 14 Ord Oct 14
 CHEETHAM, JOHN, Slattocks, nr Castleton, Lancs, Publican Oldham Pet Oct 11 Ord Oct 12
 COLBRAN, THOMAS WILLIAM, Hailsham, Sussex, Watchmaker Lewes and Eastbourne Pet Oct 9 Ord Oct 11
 COOKE, CHARLES, and WILLIAM COOKE, South Wigston, Leics, Farmers Leicester Pet Oct 14 Ord Oct 14
 DAVEY, GEORGE RICHARD, Leicester, Grocer Leicester Pet Oct 14 Ord Oct 14
 DAYKIN, SAMUEL HENRY, Nottingham, formerly Cattle Dealer Nottingham Pet Oct 13 Ord Oct 12
 EVANS, JOHN REES, Brynhyfryd, Swansea, Builder Swansea Pet Oct 11 Ord Oct 11
- ROBE MAKERS.
 BY SPECIAL APPOINTMENT
 To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
 ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
 SOLICITORS' GOWNS.
 LAW Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
 Corporation Robes, University and Clergy Gowns.
 ESTABLISHED 1889.
 94, CHANCERY LANE, LONDON.

3.
Oct 12
High
Cann
utcher
ol. Pet
r. High
perwich
et Ang
Glan
t, Suf
r. Kid
Sun
neway
bet 10
mbroke
Oct 13
eicester
minster,
12
Leeds
iff Pet
hmake
t room
Farnes
minster
East
ictadue
Makers
dgwater
tingham
erchant
urt Pet
erchant
Optician
arpenter
Gardener
l Travel

t 1 for 1
his week,
te, Embri
ng Land
S.C., at 1
tisement,
ate, at 2
Land (see
& Co., at
Site (see
, Lee-on
ee adver

KERS.

ols of the
to.

ISTERBS.

s, TOW
s.
y Gown.

NDON.